DOCUMENT RESUME

ED 425 784 JC 990 034

TITLE	Employment Contract: State of Minnesota-Minnesota State Colleges and Universities, Board of Trustees and the Minnesota Community College Faculty Association, 1998-1999.
INSTITUTION	Minnesota Community Coll. Faculty Association, St. Paul.; Minnesota State Colleges and Universities System, St. Paul.
PUB DATE	1998-00-00
NOTE	129p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090) -- Reports - Descriptive (141)
EDRS PRICE	MF01/PC06 Plus Postage.
DESCRIPTORS	College Faculty; *Community Colleges; Contracts; Educational Legislation; Educational Policy; *Employer Employee Relationship; Faculty College Relationship; *Faculty Organizations; Governance; Higher Education; *Negotiation Agreements; Personnel Policy; *State School District Relationship
IDENTIFIERS	*Minnesota Community College Faculty Association; *Minnesota State Colleges and Universities

ABSTRACT

This document contains an agreement made in December 1997 between the State of Minnesota/Minnesota State Colleges and Universities and the Minnesota Community College Faculty Association. The contract's purpose was to promote effective relations between the two entities, as well as to (1) further quality education by maintaining a high standard of academic excellence and efficient governmental services; (2) establish equitable and peaceful procedures for the resolution of complaints and grievances without interruption of work and interference in the efficient operation of the colleges; (3) maintain and increase quality of services; and (4) establish a formal understanding relative to all conditions of employment. Articles 1 through 29 are discussed in the document, and cover topics including recognition, strikes and lockouts, association deductions, non-discrimination, management and association rights, representatives, work year and week, wages, leaves of absence, retirement provisions, expense allowances, insurance, faculty mobility, faculty rights, discipline, and legislation. (AS)

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ED 425 784

Employment Contract

State of Minnesota

Minnesota State Colleges and Universities
Board of Trustees

and the

Minnesota Community College Faculty Association

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PREAMBLE

This contract is made and entered into this 19th day of December, 1997, by and between the State of Minnesota/Minnesota State Colleges and Universities, hereinafter called the Employer, and the Minnesota Community College Faculty Association, hereinafter called the Association, and has as its purpose the promotion of effective and harmonious relations between the Employer and the Association; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of complaints and grievances without interruption of work and interference with the efficient operation of the colleges; to maintain and increase quality of services; and the establishment of a formal understanding relative to all conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Association as the exclusive representative for all instructors, counselors and librarians who meet the statutory definition of public employee as contained in BMS Case No. 83-PR-1219-A. (See Appendix A) and the MOU between MCCFA, UTCE, DOER and MnSCU dated August 14, 1995.

The term "faculty member" when used hereinafter in this contract shall refer to all employees within the designated bargaining unit and the reference shall include both male and female faculty members.

The Employer will not, during the life of this contract, meet and negotiate or meet and confer relative to terms and conditions of employment with any employee or group of employees who are covered by this contract, except through the Association.

If titles are created during the life of this contract, or if existing faculty positions are moved into the classified service or unclassified administrative service, the chancellor or designee shall give the association president or designee written notice at least fourteen (14) calendar days in advance of actual implementation. The parties will meet prior to implementation if the Association requests and will attempt to agree on the inclusion or exclusion of the new title or position. If the parties cannot agree, the question will be submitted to the director of the Bureau of Mediation Services for a determination of the inclusion or exclusion of such title.

ARTICLE 2
STRIKES AND LOCK-OUTS

Section 1. Lock-Outs. No lock-out of faculty members shall be instituted by the Employer during the term of this contract.

Section 2. No Strikes. The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179A.03, Subd. 16., except as provided in Minnesota Statutes 179A.18, Subd. 1. Any faculty member who knowingly violates the provisions of this section may be discharged or otherwise disciplined.

ARTICLE 3
ASSOCIATION DEDUCTIONS

Section 1. Dues Check-Off. The Employer agrees to cooperate with the Department of Finance and the Association in facilitating the deduction of membership dues established by the Association from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty members shall be remitted together with an itemized statement to the association office no later than fifteen (15) days following the end of each payroll period.

Section 2. Fair-share Check-Off. In accordance with Minnesota Statute 179A.06, Subd. 3., the Association may request the Employer to check-off a fair-share fee for each member of the unit who is not a member of the Association.

Section 3. Indemnity. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken or not taken in accordance with the provisions of this article.

Section 4. Faculty Member Lists. Each campus shall notify the association president or designee of all faculty members added to or removed from the bi-weekly payroll. The bi-weekly personnel status report shall be transmitted to the association president or designee no later than one (1) week following the end of the payroll period. When no such personnel transactions have taken place, the report shall so state.

A copy of each college's personnel directory shall be furnished to the Association upon request.

ARTICLE 4
NON DISCRIMINATION

Section 1. Equal Application. The provisions of this contract shall be applied equally to all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance or sex, unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference or any other class or group distinction.

The parties are committed to ensuring an educational and employment environment free of harassment and violence of any kind.

Section 2. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference or any other class or group distinction. The Employer will not interfere with the rights of faculty members to become or not to become members of the Association, and there shall be no discrimination or interference, restraint or coercion by the Employer, or any employer representative, against any faculty member because of association membership, non-membership or any faculty member acting in an official capacity on behalf of the Association which is in accordance with the provisions of this contract.

Section 3. Association Responsibility. The Association accepts its responsibility as the exclusive bargaining representative and agrees to represent all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference or any other class or group distinction.

Section 4. Grievability and Final Jurisdiction. Allegations of discrimination or harassment which violate board policy shall be reviewable through the process set forth in the MnSCU System Procedure 1B.1.1., Report/Complaint Investigation and Resolution. Aspects of the allegations and the process, other than the discipline resulting from them, are grieveable, but not arbitrable. The provisions of the grievance procedure in Article 24 are available to a faculty member who challenges a disciplinary action taken by the Employer for conduct which violates the board policy referenced in this section. The parties recognize that final jurisdiction for resolving allegations of discrimination or harassment beyond the review process established in the system procedure described above rests exclusively with various state and federal agencies and the judicial process.

Section 5. Voluntary Mediation of Disputes. The Association and the Employer agree to offer a voluntary mediation option for dispute resolution in situations where the allegations of discrimination or harassment involve faculty only. No individual shall be required to participate in such a process.

ARTICLE 5
MANAGEMENT RIGHTS

It is recognized that except as expressly stated herein the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the colleges in all of their various aspects, including, but not limited to, the educational policies of the colleges; the right to select, direct and assign faculty members; to schedule working hours; to determine whether goods or services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and enforced in accordance with the provisions of the rules or regulations. Any term or condition of employment not specifically established by this contract shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6
ASSOCIATION RIGHTS

Section 1. Communications. Copies of all communications distributed generally to faculty members by the system office or a college shall be supplied to the Association at the same time. The Association shall designate its address for this purpose.

Section 2. Use of Facilities. The Association and its representatives shall have the right to use the college facilities for purposes of holding meetings and for carrying out the Association's business. Facilities, for purposes of this section, shall mean meeting space and equipment normally used by the faculty. If consumable supplies or classified or student help of the college are used by the Association, such use requires prior approval and reimbursement to the college for costs involved with such use. Utilization of space by the Association requires advance request, and utilization of facilities in general is dependent upon the availability for such use.

Section 3. Transaction of Business. Duly authorized representatives of the Association shall be permitted to transact official association business on college premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the college. The Association may use the college distribution service and faculty member mailboxes for communications to faculty members.

Section 4. Bulletin Boards. The Association shall have the right to post announcements and notices of its activities and concerns on faculty member bulletin boards. One (1) bulletin board on each campus will be at a location mutually agreeable to the local association chapter and the college president or designee.

Section 5. Association Local Committees.

Subd. 1. Structure of the Committees. The Association shall establish from one (1) to six (6) committees. Membership on each committee shall not exceed six (6). The number of committees may be limited to three (3) at the college president's request or to a lesser number with local association agreement. Committees will be assigned responsibility for one (1) or more of the following topic areas: Personnel, Student Affairs, Curriculum, Community Service, Facilities, Fiscal Matters and General Matters. The meet and confer process is recognized as being a significant and necessary part of the local campus operation.

Subd. 2. Authority of the Committees. Each committee will have full authority in the assigned area to present the views of the faculty members in meetings with the college president or designee and a committee of not more than five (5) additional administrators.

Subd. 3. Procedures of the Committees. Meetings shall be scheduled monthly during the academic year and may be held at additional times by mutual consent of the college president or designee and the chair of the local association committee. The agenda for each meeting shall be prepared and distributed by the college president or designee at least one (1) week before the meeting, and shall contain all items submitted by the chair of the association committee and the college president or designee. Within two (2) weeks after each meeting, the college president or designee will announce to the faculty members agreements reached and/or actions taken as a result of discussions at the meeting. A written rationale of agreements reached and/or actions taken will accompany the announcement, or the college president shall state the rationale at the next meet and confer meeting.

Subd. 4. Matters Which Must Be Considered. Proposals in the areas of the college budget, faculty activities during scheduled duty days, new program proposals, faculty proposals to discontinue a non-credit course, proposals to eliminate courses or programs, any reduction in unlimited faculty members, college organization and changes in academic standards or credit offerings in existing programs will be considered at a meet and confer meeting. Reductions in unlimited faculty members must be discussed prior to the actual date of layoff. If agreement is not reached at that meeting, the proposal shall be reconsidered at the next meet and confer meeting before action by the administration.

Proposals initiated by the administration to create or change existing policies and/or rules and regulations affecting faculty members will be submitted in writing to the local association for reaction before a final decision is made by the administration.

Subd. 5. State Assistance. Sincere efforts shall be made to reach agreement. If the local association or the administration feels that sincere efforts to reach agreement or understanding have not been made in meet and confer, the local association may request that the Association bring the issue(s) to the next monthly meeting of the MnSCU/MCCFA Joint Labor-Management Committee.

Subd. 6. Alternative Committee Structure. As an alternative to the above, a different system of local association involvement in campus governance may be agreed to between the local association and the college president. Such agreement shall not in any way regulate or control the right of selection or participation by the local association, but shall be confined to the design of the structure and its operational mode. Any alternative system of local association involvement in campus governance must be approved by the Association and the chancellor.

Section 6. Association State Committee. The Association shall establish a committee of no more than eight (8) members to meet and confer with the chancellor of the Minnesota State Colleges and Universities and the chair of the Minnesota State Colleges and Universities Board of Trustees. This meet and confer shall be for the purposes of discussion and mutual exchange of ideas regarding statewide matters which are considered significant by the Association or the Employer. The Employer shall provide the facilities and set the time for such conferences to take place, and such conferences shall be held at least three (3) times a year. The agenda will be prepared and distributed one (1) week in advance by the board chair or designee, and will include all items submitted by the Association. The agenda shall also include all items submitted by the board chair.

Section 7. Access to Information. Upon request, the Employer or the Employer's designee, agrees to provide the Association at state and local levels information available to them concerning the professional staffing and financial resources of the Minnesota State Colleges and Universities, including routine reports, registry of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of board meetings, names and addresses and position on the salary schedule of all faculty members in the bargaining unit and such other information requested by the Association in contract matters or in the processing of a grievance.

Section 8. Delegate Assemblies. A delegate to the MCCFA and/or the MEA Delegate Assembly will be excused one (1) day for each assembly, provided that the faculty member has notified the college president or designee as to the dates of the planned absence during the month prior to the month in which the assembly is scheduled. Up to seven (7) delegates from the community colleges will be excused to attend either the NEA Representative Assembly or the NEA Higher Education Conference for three (3) consecutive working days, provided that the faculty member has notified the college president or designee as to the dates at least one (1) month before the planned absence.

ARTICLE 7
REPRESENTATIVES

Section 1. Administration of Contract The Employer agrees that the association grievance representative on each campus shall be provided the opportunity to investigate and process grievances, and the local association president on each campus shall be provided the opportunity to confer with the college president or designee concerning the provisions and application of this contract. Meetings with the administration or arbitration hearings regarding the processing of

grievances shall be during the normal work day whenever practicable, and the grievant, the association grievance representative and association local president shall not lose wages due to their necessary participation.

Upon request of the association president, the college president shall afford release time not to exceed a total of two (2) courses per semester with maximum of eight (8) credits per semester to be shared by one (1) or more local association officers on each campus for the purposes of conducting association duties. The Association shall reimburse the college for such release time at the part-time per-credit rate of five hundred and twenty-five dollars ($525) per semester credit.

Section 2. Association Representatives Access to Private Telephones.
It is the intent of the community colleges to provide association representatives with reasonable access to a private telephone when they are conducting association business on campus.

Section 3. Certification of Campus Representatives. The names of any local association officers and representatives who may represent the faculty members in the administration of this contract shall be communicated to the president on each campus by means of a copy of a certification from the Association to the chancellor's designee. The names of the employer designees responsible for administering this contract on the campus shall be communicated to the local association chapter by means of a copy of a certification from the chancellor's designee to the Association.

Section 4. Certification of State Representatives. The association president and other association representatives shall be certified in writing to the Employer by the Association. The employer designees responsible for administration of this contract at the state level shall be certified to the Association in writing by the Employer.

Section 5. Release Time for the Association President The president of the Association shall be granted up to full release time from college assigned duties to conduct the business of the Association.

The Association, at its request, may also provide for additional release time for the president for the twenty percent (20%) overload. The Association shall reimburse the Employer for the actual cost of the overload payment based on the president's actual salary schedule placement for the academic year.

The association president shall remain on the state payroll at the regular salary and lose no benefits. The Association shall reimburse the Employer for the president's release time at the part-time per-credit rate of five hundred and twenty-five dollars ($525) per semester credit for the amount of release time granted.

A faculty member who has served as the association president shall be given the right to a full pay one (1) semester sabbatical if s/he has served one (1) term; and a two-thirds (2/3) pay, two (2) semester sabbatical if s/he has served two (2) or more terms.

The sabbatical shall be consistent with the applicable provisions of Article 16, Section 3. However, the president's sabbatical shall be in addition to earned sabbaticals granted under Article 16, Section 3.

Section 6. Release Time For Other Association Officers The Association may buy release time for up to three (3) other officers. The amount of release time shall be specified by the Association before the beginning of each academic semester or at other times by mutual agreement. Such officers shall remain on the state payroll at their regular salary and lose no benefits. The Association shall reimburse the Employer for such officers' release time at the part-time per-credit rate of five hundred and twenty-five dollars ($525) per semester credit for the amount of release time granted. Effort will be made to schedule such officers' college duties to accommodate their association responsibilities.

Section 7. Release Time For Faculty Association Representatives.
The parties agree that faculty members on the negotiating team and/or the Board of Directors shall be granted reasonable amounts of paid release time, to conduct contract negotiations, and/or attend Board of Directors meetings up to five (5) days per academic year under the following conditions:

A. Faculty assignments are re-scheduled to another day and/or evening; or

B. Alternate assignments/activitieswhich can be accomplished in the absence of the instructor are assigned to the class; or

C. The services of another faculty member are secured to assume the faculty member's obligations at no additional cost to the college.

Faculty members are responsible for making the appropriate arrangements as discussed above. Such arrangements must be approved, in advance, by the college president or designee. Whenever possible, faculty members should request release time at least one (1) week in advance. Faculty members who do not make arrangements for coverage of assignments or whose arrangements are not approved shall be granted unpaid release time.

ARTICLE 8
FACULTY MEMBER PROTECTION AND ASSISTANCE

Section 1. Assault. Faculty members shall report, as soon as practicable, cases of assault suffered by them in connection with their employment to the appropriate administrator or the college president, who shall comply with any reasonable request from the faculty member for information in the possession of the administration relating to the incident or the person(s) involved, and shall act in appropriate ways as liaison between faculty member, the police and the courts to protect the faculty member from further aggravation regarding the matter.

Section 2. Legal Counsel. If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, legal counsel shall be furnished in accordance with Minnesota Statutes.

ARTICLE 9
WORK YEAR AND WORK WEEK

Section 1. Academic Calendar. The academic calendar of each college shall be established by the college president. Each academic year shall consist of a fall and a spring semester. Prior to establishing or making changes in the calendar, the president shall place the calendar on the meet and confer agenda

The academic calendar shall contain one hundred and seventy-one (171) workdays, not to exceed one hundred and sixty-six (166) classroom instruction/test days. Days beyond the classroom instruction/test days, but within the one hundred and seventy-one (171) total shall be used for professional development activities, student/faculty assessment conferences, curriculum development, and/or mandatory training to be assigned at the president's or designee's discretion. There shall be no classes on holidays or on the two (2) days when the Association meets.

Section 2. Holidays. No faculty members will be scheduled to work on the following holidays: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any other holidays provided by Statute. When any of the holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday.

Section 3. Summer Assignments.

Subd. 1. Summer Sessions. Each summer session shall consist of no more than twenty-eight (28) work days exclusive of holidays. Two (2) summer sessions shall be considered the equivalent of one (1) academic year semester. It is understood that a faculty member may be offered the equivalent of six (6) credits or two (2) courses, whichever is greater, not to exceed seven (7) credits per summer in one (1) or over both sessions in rotation order, subject to the overload provisions in Article 11, Section 11. The administration, after consultation with the faculty members in each assigned field, shall determine course offerings for summer session.

Subd. 2. Rotation Order. Faculty, including those who have been on sabbatical leave during the academic year, shall be offered the opportunity to accept assignments offered within their assigned fields in the following order:

A. Unlimited full-time faculty members who hold the assigned field and have held assignments

in the assigned field within the past two (2) academic years, on a rotation basis, by assigned field, with those with the most continuous service in each assigned field receiving first choice, except where faculty members have already established a rotation basis for each assigned field. The faculty member's choice shall be for assignments offered over both sessions when two (2) separate sessions are held. Unlimited full-time faculty members with two (2) or more assigned fields shall be limited to inclusion on the rotation list for one (1) assigned field only. Each faculty member will select the one (1) assigned field summer session rotation list of choice, prior to the end of the fall semester of each academic year. The faculty member may change from one list to another, but shall be placed on the bottom of the newly elected rotation list when this option is exercised.

B. If no unlimited full-time faculty member qualified under paragraph A. above accepts the assignment, unlimited full-time faculty with multiple assigned fields who hold another assigned field and have held assignments in that assigned field within the past two (2) years, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions of Subd. 3. below.

C. If no unlimited full-time faculty member qualified under paragraphs A. and B. above accepts the assignment, unlimited full-time faculty who hold the assigned field and have not held assignments in the assigned field within the past two (2) years, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions of Subd. 3. below.

D. If no unlimited full-time faculty member under paragraphs A., B. and C. above accepts the assignments, unlimited part-time faculty who hold the assigned field, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions of Subd. 3. below.

E. If assignments are offered in an area for which no current unlimited faculty hold the assigned field, then the assignments shall be offered on a rotation basis to the unlimited faculty members who have held assignments in that assigned field in the previous two (2) years. The initial rotation list will be established by calculating the total FTE in that assigned field which has been assigned to the faculty member within the previous two (2) years.

F. Other applicants are last in the rotation order. No assignments of other applicants shall be made if currently employed qualified "unlimited" faculty members have indicated their willingness to accept the assignment.

Subd. 3. Conditions For Rotation. If a faculty member elects not to accept an assignment, the list shall rotate. A faculty member who rejects an opportunity to select assignments in a summer session shall not receive another opportunity until the faculty member comes up again in the rotation list. Faculty members are not entitled to "bump" other faculty if assignments selected do not go. If a faculty member's only assignment is canceled, s/he shall not move to the bottom

of the rotation list. If the number of faculty members in an assigned field results in the same rotation ranking for two (2) consecutive years, the rotation list shall be adjusted prior to the second year to provide equal access to the top of the list.

Section 4. Extra Days

Subd. 1. Counselors. Counselors who accept extra days assignments in counseling beyond their academic year assignment shall have their work load for such extra days determined in the same manner as for the academic year.

Subd. 2. Librarians. Librarians who accept extra days assignments to perform normal library services beyond their academic year assignment shall have their work load for such extra days determined in the same manner as for the academic year

Subd. 3. Other Faculty. Any faculty member employed for extra days to perform services other than counseling for counselors, teaching for instructors and library service for librarians shall be scheduled for an average of seven (7) hours during such extra days assignments.

Subd. 4. Rate of Pay. Offers of extra days shall be made in writing and agreed to in writing. Extra days employment shall be paid for at the rate of 1/171 per day of the faculty member's scheduled salary for that fiscal year for each full day worked.

Subd. 5. Limited Access. No assignment of extra days shall be made to other than unlimited faculty members if currently employed qualified unlimited faculty members are available and willing to accept the assignment. However, if a temporary faculty member holds a position during the year which is so specific as to require continuance during the extra days period, such faculty member shall be allowed to have the extra days assigned.

Subd. 6. Offers. Extra days offered shall be scheduled consecutively insofar as is feasible unless the faculty member and the college president agree to a non-consecutive schedule. Notification of extra days employment during the summer shall be given no later than May 1.

Section 5. Alternate Calendars.

Subd. 1. Librarians. If a librarian in a college accepts at least twenty (20) or more extra days during any fiscal year, by mutual consent of the faculty member who is offered twenty (20) or more extra days and the administration of the college, the work days of the academic year may be different from and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be one hundred and seventy-one (171) plus the number of extra days offered.

Subd. 2. Counselors. If a counselor in a college accepts at least twenty (20) re extra days during any fiscal year, by mutual consent of the faculty member who is offered twenty (20) or

more extra days and the administration of the college, the work days of the academic year may be different from and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be one hundred and seventy-one (171) plus the number of extra days offered. Offers of extra days employment and/or alternate calendar proposals shall be made in writing and agreed to in writing.

Subd. 3. Instructors. The academic year calendar for an instructor may be different from the academic year calendar established for the college. The academic year for such faculty member shall conform to the number of days in the college calendar, and days may not be scheduled on the Association meeting days. The alternate calendar must be agreeable to the administration, the faculty member and the local grievance representative.

ARTICLE 10
WORK ASSIGNMENTS

It is recognized that full-time faculty members normally average forty (40) or more hours per week in carrying out their professional responsibilities. It is further recognized by the parties to this contract that a community college faculty member's work assignment includes a number of diverse professional responsibilities. Classroom teaching and other contacts with students form the core of the faculty work assignment. Additionally, professional development and service to the college are the other core components of a faculty member's work assignment. A faculty member will plan to engage in such activities as: student advising, course evaluation, classroom preparation, the evaluation of student performance, committee assignments, classroom research and community service as part of overall work assignment. Some of these activities may be completed off campus. It is also recognized that the work assignments of part-time faculty include similar duties performed on a proportional basis.

Assignments by the Employer will be made within the following limits:

Section 1. Instructors. A faculty member may be assigned either the thirty (30) credit per academic year limit or the forty (40) contact hour per academic year limit. Whenever either limit has been reached, the instructor may accept additional credit or contact hour assignments only as overload. When making full-time faculty assignments for spring term, the teaching credits and the resulting contact hours shall be assigned before the non-teaching assignments. When making part-time faculty assignments, the credit/contact hour limitations shall be a proration of the fifteen (15) credit or twenty (20) contact hour term limits based on the FTE percentage.

Subd. 1. Credits

	Per Semester	Per Academic Year
Credits (assigned to courses or equated credits)	15	30

An individual instructor may be assigned as many as eighteen (18) credits in a given semester if this assignment is necessary to provide the course offerings within a specific program or department. The total credits assigned for the year shall not exceed thirty (30), and any additional assignments beyond-30 shall be considered overload.

Subd. 2. Contact Hours

	Per Semester	Per Academic Year
Contact Hours	20	40

Contact hours above twenty (20), but no more than twenty-five (25) per semester, are allowable by mutual written agreement between the instructor and the college president. However, the forty (40) hours per year limitation shall remain. Part-time faculty contact hour assignments shall be determined on a pro rata basis.

Subd. 3. Science Laboratory Courses. Science laboratory courses (chemistry, biology, physics, natural science) shall be credited on the basis of one (1) credit for each one (1) lecture hour and one (1) credit for each two (2) laboratory hours. Credits for science laboratories shall be averaged over the academic year with totals in odd numbers being rounded to the nearest whole number. For purposes of rounding, .5 shall be rounded up to one (1).

Subd. 4. Preparation. When possible, without disrupting the normal class offerings, a maximum of three (3) separate class preparations may be assigned. A faculty member normally will not be assigned more than six (6) class preparations for classes of three (3) or more credits in an academic year. A class counts as a separate preparation each semester quarter in which it is taught. More than six (6) class preparations may be assigned with the approval of the individual instructor. When the number of preparations exceeds seven (7), the total credits assigned to the faculty member will be reduced by one (1) credit per each additional preparation.

Subd. 5. Office Hours. Each instructor shall post and maintain one (1) one hour or hour of student availability in some other campus location per week for each three (3) credits taught to a maximum of fifteen (15) credits. Additional office hours or student availability may be scheduled at the instructor's option.

Subd. 6. Class Size The administration at each college shall establish, through the meet and confer process, a regulation which sets a reasonable maximum class size for all instruction at the college.

Once the regulation is established, any change must be considered through the meet and confer process at least one (1) semester in advance, or unless the annual staffing allocation would necessitate a change, in which case such change shall be considered as soon as it can be scheduled after the publication of the allocation.

Subd. 7. Non-Credit Instruction. When non-credit instruction is assigned as part of an instructor's load up to a full-time load, one (1) CCU shall count as two-thirds (2/3) credit for the purpose of load computation.

Subd. 8. Elapsed Time. The average daily elapsed time per week from the beginning of the first assignment to the end of the last assignment shall not exceed six (6) hours exclusive of self-assigned office hours. An individual instructor may be assigned a schedule in which the average daily elapsed time per week is increased to a maximum of eight (8) hours if this assignment is necessary to provide the course offerings within a specific program or department. An individual instructor must approve any increase in average daily elapsed time per week. In any case, where a variation is implemented, the administration shall provide in writing to the instructor and to the local grievance representative the reasons why this assignment is necessary and reasonable.

Subd. 9. Class Schedules. Class schedules for each instructor shall be developed in each college by the administration based on consultation with the faculty member. Such schedules shall be provided to the faculty member in writing and shall include an itemization of all equated credit assignments.

Subd. 10. Combined Classes. An assignment to teach two (2) or more classes of different content at the same time may be made only if requested by the instructor. If such an assignment is then made by the administration, the number of credits assigned to the instructor shall be the credits of the class with the greatest number of credits of those in this assignment plus one (1) or one-half (½)the total number of credits assigned for all the individual classes plus one (1), whichever is greater.

Subd. 11. Intern Supervision When instructors are assigned to supervise students who are working as interns, the instructor shall be assigned credit(s) yearly as follows:

A. One (1) credit for each four (4) students or fraction thereof if the number of credits for the course(s) is less than four (4).

B. One (1) credit for each three (3) students or fraction thereof if the number of credits for the course(s) is from four (4) to seven (7).

C. One (1) credit for each two (2) students or fraction thereof if the number of credits for the course(s) is eight (8) or more.

Subd. 12. Saturday and Sunday Assignments. Assignments to faculty members for Saturdays and Sundays shall be considered to be within the academic calendar. This provision does not include student activity assignments. Faculty members assigned to Saturday and/or Sunday shall have their schedules arranged to provide two (2) consecutive days in each week without assignment, if desired.

Subd. 13. Team Teaching Team teaching assignments may be made by mutual agreement between faculty and administration. The faculty loads, both credits and contact hours, for instructors involved in team teaching shall be determined prior to the semester in which the course is offered and must be agreed to by the administration and the faculty members involved in the course. In no case may the total faculty credits be fewer than the credits for the course, nor may the total faculty contact hours be fewer than those for students in the course.

Section 2. Librarians. Librarians, by assigned field, shall be responsible for the development and implementation of library/media services including summer coverage to support the mission and philosophy of each institution and to develop cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Librarians on each campus, among themselves, shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be given to services necessary to fulfill the educational needs of students and instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources. Librarians on each campus, among themselves, after consultation with the administration, shall develop and post their hours of availability. When librarians perform teaching assignments their responsibilities shall be adjusted proportionately. Part-time librarian assignments shall be determined on a pro rata basis.

Section 3. Counselors. Counselors, by assigned field, shall be responsible for the development and implementation of the counseling services including summer coverage to support the mission and philosophy of each institution and to develop cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Counselors on each campus, among themselves, shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be given to services necessary to fulfill the educational needs of students and instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources. It is further recognized by the parties that:

A. After consultation with the counseling department, the college president or designee decides when and where counseling services necessary to meet the goals and objectives shall be offered.

B. Counselors on each campus, among themselves, shall decide which individuals shall work to cover the hours set by the college president or designee.

C. In the event that counselors are unable to decide which individuals shall work to cover the set hours, the college president or designee shall assign individual counselors.

D. For each counselor, no more than twenty-five (25) hours of student contact hours of availability over a five (5) day week shall be scheduled and no more than six (6) hours averaged daily elapsed time of student contact availability may be scheduled for an individual counselor per week. When counselors perform teaching assignments, their responsibilities shall be adjusted proportionately. Part-time counselor assignments shall be determined on a pro rata basis.

Section 4. Other Assignments. Instructors, librarians and counselors who are assigned full time to perform duties other than teaching, counseling duties or librarian duties, or who are assigned to instructional labs which require no special advance preparation or evaluation which cannot be completed during the lab periods shall be responsible for scheduling thirty-five (35) hours per week for the purposes of carrying out the development and implementation of services to support the mission and philosophy of their assigned field or area of assignment and to develop cooperatively with the administration the goals and objectives for these services prior to the start of each academic year or the start of an assignment. These individuals, or groups as is appropriate on each campus shall develop, after consultation with the administration, their hours of work and methods of implementation for purposes of accomplishing the goals and objectives.

Priority will be given to services necessary to fulfill the educational needs of students and the instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources.

If faculty members have a portion of their assignments in conformity with "Other Assignments" clause, then the balance of their assignment under the counselor, librarian or instructor clauses of the Contract will be reduced proportionately.

Section 5. Department and/or Division Coordinators The president may establish, through meet and confer, at each college, department and/or division coordinator positions as needed based upon a community of interest. If such coordinator positions are established, the faculty members in each department and/or division may annually submit to the college president a list of at least two (2) acceptable candidates for the position of department and/or division coordinator. The college president shall appoint the department and/or division coordinator from among the acceptable candidates. However, if none of these will voluntarily accept the appointment, or if no list is submitted, then the college president may select and appoint a department and/or division coordinator from the department for a one (1) year term.

Department and/or division coordinators shall coordinate the activities of the department and/or division, and may responsibly direct other members of the bargaining unit in their department and/or division only, but may not exercise other supervisory responsibilities as defined by M.S. 179A.03, Subd. 17.

The administration at each college shall establish, through the meet and confer process, the tasks and responsibilities which will be assigned to each department and/or division coordinator. After these tasks and responsibilities have been established, a reasonable credit equivalence shall be assigned to department and/or division coordinators for their coordination responsibilities. If there are ten (10) or fewer F.T.E. faculty positions in the department/division, the credit equivalence shall be no less than three (3) per semester unless the chapter president, coordinator and college president agree in writing to a lesser amount. If there are more than ten (10) F.T.E. faculty positions in the department/division, at least one (1) additional equated credit per semester shall be assigned for each additional ten (10) F.T.E. faculty positions or fraction thereof. Normally, the equated credits will be used in determining release time from other assignments. However, in cases where the release time cannot reasonably be granted without undue disruption of the responsibilities of the department/division, the administration may elect to pay for the equated credits as overload pay. Also, the administration may in such cases elect to assign part of the equated credits as release time and the rest as overload pay.

Department and/or division coordination overload pay may exceed the one-fifth (1/5) overload limitation; but if it does, such department/division coordinator shall not be eligible for additional overload pay extra weeks, or summer school.

Section 6. Occupational Program Coordinators. The college president or designee may determine that an occupational program shall have a coordinator who shall responsibly direct other members of the bargaining unit in the program, but not exercise other supervisory responsibilities as defined in M.S. 179A.03, Subd. 17. Such coordinator shall be selected and appointed by the president, and be given a minimum credit equivalence of three (3) credits per semester, unless the chapter president, coordinator and college president agree in writing to a lesser amount.

Section 7. Independent Study Assignments. Independent study assignments shall be defined as the faculty member's supervision of a course, for a student, which has been approved by the college's regular course approval procedures, or shall be defined as the tutoring of a CBE (Competency Based Education) student. Upon agreement of the faculty member and the college president or designee, the faculty member's semester load may include independent study assignments. A faculty member who agrees to accept additional independent study or CBE assignments as overload shall be paid at the rate of 1/450 of schedule salary for each student credit or CBE unit. Independent study may not be used to substitute for course offerings, unless agreed to by the faculty member and administration. Such agreement must include approval of the local grievance representative when the number of students exceeds three (3) students per course per semester.

Section 8. Student Activity Assignments. Student activity assignments to faculty members shall be given an equitable credit equivalence on each campus according to the following:

Subd. 1. Uniform Assignments	**Credit Equivalencies**
A. Athletics	
Football (Head)	6.67
Football (Asst.)	4
Wrestling (Head)	6.67
Wrestling (Asst. or J.V.)	4
Hockey	6.67
Baseball	6.67
Volleyball	6.67
Basketball (Head)	6.67
Basketball (Asst. or J.V.)	4
Softball	6.67
Cross Country	2.67
Golf	2.67
Tennis (Women)	2.67
Tennis (Men)	2.67
Track	4

Athletic Coordinator: Credit equivalency allocation to be based on number of sports for which there is responsibility, as follows:

Sport	**Credit Equivalency**	
General Responsibility	1.50	
Football	1.50	Subtract from total the
Cross Country (Men's)	.33	amount received for
Cross Country (Women's)	.33	football in summer before
Volleyball	1.50	the contract year starts.
Hockey	1.50	
Wrestling	1.50	
Basketball	1.50	
Baseball	1.00	
Softball	1.00	
Track (Men's)	.33	
Track (Women's)	.33	
Golf (Men's)	.33	
Golf (Women's)	.33	
Tennis (Men's)	.33	
Tennis (Women's)	.33	

Athletic coordinators may responsibly direct other members of the bargaining unit in their

activity only, and may perform other administrative duties, but may not exercise other supervisory responsibility as defined in M.S. 179A.03, Subd. 17.

B. Theater

1. Major Production	6.67 credits per major production to be divided as appropriate between director and technical director(s), at the request of the director
2. Minor Production	two (2) credits per minor production, to be divided as appropriate between director and technical director.

C. Music

1. major group - a group which rehearses a minimum of four (4) times per week, has a minimum membership of forty-five (45) persons, and has a minimum of one (1) major performance per semester.	five (5) credits per semester
2. intermediate group - group which rehearses two (2) or three (3) times per week, has a membership of forty-five (45) or more persons, and has at least one (1) major performance per semester; or a group which rehearses four (4) or five (5) times per week, has a membership of ten to forty-four (10-44) persons, and as at least one (1) major performance per semester.	four (4) credits per semester
3. minor group - a group which rehearses a minimum of two (2) times per week, has a minimum membership of ten (10) persons and has a minimum of one (1) major performance per semester.	three (3) credits per semester

4. specialty group - a group which does not meet the specifications of 1. 2. or 3. above.	credits determined under non-uniform assignments.

For music activities, he credit equivalency of the instructor will not be affected by the extent to which students do or do not receive credit for participation.

D. Publications

1. Major Publication - a publication which requires four (4) or more multi-page publications per semester.	five (5) credits per semester
2. Minor Publication - a publication which requires fewer than four (4) publications per semester.	3 credits per semester

Subd. 2. Non-Uniform Activity Assignments. The credit equivalency for all activities not stated in Section 8., Subd. 1. above shall be one (1) credit for every twenty (20) hours anticipated with students in any of the following: practice, rehearsal, performance, instruction and activity supervision. (This would include such activities as forensics, costuming, choreography, technical directing or stage managing of non-theater activities, intramurals, drill-dance teams, cheerleading and others not listed.) The assignment is actually to be made in credit equivalencies, not as total number of hours to be devoted to all aspects of the activity. The determination of anticipated contact hours is merely a method for arriving at the credit equivalency.

Subd. 3. Variations of Equated Credits. Variance from the listed number of equated credits may be requested through the following process:

A. After discussion at local meet and confer, variations of equated credits may be requested by the college president, provided that justification is included which clearly demonstrates the need or desirability for such variations. The requests and justification will be made in writing to the chancellor's designee.

B. Both the chancellor's designee and the Association must agree to the variance prior to implementation. If such variation is approved, the fact and the reasons for it shall be posted on official bulletin boards.

Subd. 4. Scheduling Activities and Credit Determination The faculty member shall have responsibility for scheduling the activity in cooperation with the administration. However, the actual contact hours of the activity will not be counted in the determination of the faculty

member's classroom contact hour limitation; instead the annual classroom contact hours limitation for faculty members assigned activities will be reduced by the same proportion that the equated credits are of thirty (30). The classroom contact hours reduction shall be applied in total to the semester in which the activity assignment occurs unless requested by the faculty member and agreed to by the administration. The administration will endeavor to schedule classes for faculty members having student activity assignments at such times that the combination of classes and activities will result in reasonable elapsed time.

Section 9. Reasonable Credit Equivalence Any assignment given faculty members by the administration which is not otherwise within the load description of Article 10 shall be given a reasonable credit equivalence, e.g., art gallery.

The actual hours of assignment will not be counted in the determination of the faculty member's contact hour limitation. Instead, the annual classroom contact hours limitation for faculty members given assignments which are not within the load description will be reduced by the same proportion that the equated credits are of thirty (30). The classroom contact hours reduction shall be applied in total to the semester(s) in which the assignment(s) occur(s). The administration will endeavor to schedule classes for faculty members having assignments which are not within the load description at such times that the combination of classes and other assignments will result in reasonable elapsed time.

Section 10. Unique Assignments. If a faculty member is given an assignment that is not in compliance with the statements in this contract, the assignment must be acceptable to the faculty member, the local association and the local association grievance representative.

Section 11. Distance Learning. The intent of distance learning, including telecourses, is to provide access for students to instruction and services. Tapes or other materials developed expressly for distance learning may not be reused without the instructor's permission. The instructor shall not be responsible for the maintenance of equipment. The terms of this contract shall apply to faculty that are providing such services.

ARTICLE 11
WAGES

The evaluation of each faculty member's credentials for salary schedule placement in accordance with this contract will be conducted in the Minnesota State College and Universities System office. Each applicant who is offered employment shall at the time of the offer be so notified in writing, and shall be required to complete the salary schedule placement application forms. The faculty member and the Association's designee shall be notified concurrently in writing of the final column and step determination. Challenges to the salary schedule placement shall be raised by either the individual

faculty member of the Association within twenty (20) working days of receipt of the written placement.

Section 1. Step Placement. Initial step placement shall reflect the number of years of experience for which credit is given. Credit for full-time teaching experience and/or relevant work experience, (as determined by the chancellor or designee), shall be granted on a one (1) for one (1) basis according to the aggregate of experience. Credit for military experience shall be granted only in cases where the faculty member leaves the college for military service and returns to the college after completion of the service and then shall be on a one (1) for one (1) basis. Initial placement shall not exceed Step 04, except as noted below.

"Initial" step placement may exceed Step 04 when a college takes over a program from another institution and also takes over the faculty members in the program, in which case the Employer may allow placement above the steps defined above providing the placement is not more than the next step above the faculty member's former salary. Step placement may also exceed Step 04 when new faculty members who have previously been employed as unlimited full-time, unlimited part-time, or temporary full-time faculty by the community colleges are re-employed. Such faculty members shall be placed on the salary schedule as if their step movement had not been interrupted if the faculty member has relevant interim work experience on a one (1) year for one (1) step basis.

Faculty at consolidated institutions currently assigned in the UTCE bargaining unit who are offered unlimited (probationary) full-time faculty assignments in the MCCFA bargaining unit, and who are requesting an initial salary placement will be placed on the step of the salary schedule which is nearest to their current base salary, but not above the maximum of the column to which assigned. Evaluation for column placement of such faculty will be determined according to the stipulations contained in Section 2. of this article below.

System administrators who are appointed to faculty positions shall be granted step placement based on their experience at the time of initial hire as an administrator, plus one (1) additional year of credit on the salary schedule for each year of administrative experience in Minnesota State Colleges and Universities.

If a temporary part-time faculty member whose previous employment was limited to the per-credit rate of pay is employed as a probationary faculty member, such faculty member shall be given credit for all appropriate experience including the work in the community colleges, subject to the limitations in paragraph one of this section.

Step placement for any faculty member shall be determined and implemented at the beginning of any semester or of the extra weeks which precede the semester.

Full- time appropriate employment for one (1) academic year shall count as one (1) year of

experience and all time worked may be counted, but in no instance can more than one (1) year of experience credit be earned in a fiscal year.

Section 2. Column Placement. Column placement shall reflect the amount of preparation for which credit is given. Column placement for new faculty members shall be established and shall go into effect at the beginning of employment.

Column I. All faculty members who do not possess the academic credentials described below shall be placed at Column I.

Column II. Master's degree "in the assigned field," or a master's degree with twenty-three (23) graduate quarter credits in the "assigned field," or bachelor's degree plus (70) graduate quarter credits or equivalent semester credits with forty-two (42) graduate quarter credits in the "assigned field," of which twelve (12) graduate quarter credits may be in allied or related fields, and an average grade of "B."

Column III. Seventy (70) graduate quarter credits or equivalent semester credits beyond the bachelor's degree, including the master's degree, with forty-seven (47) graduate quarter credits in the "assigned field," of which twelve (12) graduate quarter credits may be in allied or related fields, and an average grade of "B."

Column IV. Ninety (90) graduate quarter credits or equivalent semester credits beyond the bachelor's degree, including the master's degree, with sixty (60) graduate quarter credits in the "assigned field," of which fifteen (15) graduate quarter credits may be in allied or related fields, and an average grade of "B," or a doctoral degree with a major in the "assigned field."

Advanced professional degrees, e.g. a law degree, may substitute for the master's degree for column movement beyond Column II if all other requirements are met. A faculty member with an assignment/assigned field of Accounting with a C.P.A. shall be placed on Column II when the faculty member holds a B.A. degree in accounting, but will have to meet the other requirements for Column III and Column IV.

Subd. 1. Graduate Credits. Credits will be considered to be graduate-level credits if such credits are granted by a recognized institution of higher education which grants graduate level degrees and courses are taken for graduate credit by the faculty member.

Professional school credits may count as graduate credits if they are in the "assigned field" of the faculty member.

Undergraduate credits if approved by the chancellor or designee, prior to enrollment in the course, may be counted as "in field" graduate credit.

Undergraduate credits in computer sciences up to a maximum of nine (9) quarter credits shall be counted as graduate-level credits "not in the assigned field."

Subd. 2. Column Change and Documentation Column placement change for faculty members may be made at the start of any semester or of the extra days or weeks which precede the semester. Column placement change must be documented and established as follows:

A. The faculty member must provide to the college human resources designee a written statement of intent to change columns, with either copies of official transcripts to document a column change or a written statement verifying that requirements for a column change have been completed prior to the start of the semester. This material shall be delivered to the college human resources designee before the start of such semester or sent by certified mail prior to the start of such semester.

B. When documentation for a column change is provided and a column change is approved by the chancellor or designee, the salary of the faculty member will be adjusted accordingly and such adjustment will apply retroactively to the start of the faculty member's assignment for the semester referred to in A. above or the weeks attached to such semester.

C. Column changes based on changes of assignment/assigned field may occur at the beginning of any academic semester.

A change of the assignment/assigned field shall not result in a decrease in pay for a faculty member.

Subd. 3. Credits in Assigned Field. Credits will be counted as in field if:

A. The college department offering the course has the same name as the assignment/assigned field of the faculty member.

B. The course title indicates that the course is intended for the faculty member's assignment/assigned field, or

C. The course description states that the course is intended specifically for the assignment/assigned field, or

D. The faculty member has received written approval from the chancellor or designee prior to taking the course, or

E. The courses taken are education courses specifically directed at the assignment/assigned field.

F. Three (3) in-field credits are granted for graduate coursework which is skill based and directed toward improvement of teaching.

When the name of the assignment/assigned field of a faculty member is not the same as that of an academic department such as history, sociology, etc., and is an assignment/assigned field which cuts across disciplinary lines, then the determination as to which credits will count as in field for such a faculty member will be determined by the chancellor or designee.

When the assignment/assigned field is in an occupational area which does not have sufficient credit courses available for column placement or movement, the faculty member's column placement or movement shall be determined by the chancellor or designee based upon a combination of the following alternative learning experiences of the faculty member:

A. Training in advanced techniques in the faculty member's field.

B. Appropriate in-field experiences.

C. Professional activities which have an equivalent learning effect.

When such a faculty member applies, the application for a column change shall be evaluated by the chancellor or designee on the basis of additional training and/or experience gained after original placement, and if merited, a column change shall be granted. Such training and/or work experience in field must be approved in advance by the chancellor or designee in order to count toward such a column movement.

Subd. 4. Allied or Related Credits. Credits will be counted as allied or related if:

A. The course meets "in field" criteria in areas of assignment when the faculty member is currently teaching in that assignment on a regular basis or the college president verifies that the faculty member will be teaching in that assignment on a regular basis in the future.

B. The college department offering the course has a different name from the assignment/assigned field and the course is related or allied to the assignment/assigned field.

C. The courses are: (a) education courses specifically directed at the community college, (b) a course in psychology of learning, to a maximum of three (3) quarter credits and (c) a course in measurement in the classroom, to a maximum of three (3) quarter credits.

D. In the case of librarians, up to twelve (12) graduate quarter credits in a combination of two (2) or more academic disciplines may be counted "in field" for movement to Column III, and up to fifteen (15) graduate quarter credits in a combination of two (2) or more academic disciplines may be counted as in "other assignments" for movement to Column IV.

Section 3. Step Movement. Any continuous additional step movement after "initial placement" shall be earned only by counting subsequent experience in the community colleges. For 1997-1998 and again for 1998-1999, each faculty member not at the maximum step on the salary schedule, and who meets the requirements for step movement, will be moved to the next step. Step movement shall be the aggregate of experience after initial placement in the Minnesota community colleges except as provided for in Articles 12 and 13. For full-time faculty members, one (1) academic year shall count as one (1) year of experience regardless of the actual credits taught.

If a probationary faculty member at the time of hiring has a total experience which is in fractional years and if that faculty member is hired after the commencement of the fall semester, the fractional year of experience may be combined with their experience in the system for purposes of step movement for the following academic year.

Section 4. Salary Schedules.

Subd. 1. 1997-98 Salary Schedule. The salary schedule for the 1997-98 academic year, to be effective July 1, 1997, shall be as follows:

1997-98

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
1	24,200	28,240	29,660	32,000
2	25,520	29,660	31,100	33,570
3	26,840	31,100	32,610	35,150
4	28,240	32,610	34,170	36,800
5	29,660	34,170	35,770	38,500
6	31,100	35,770	37,420	40,230
7	32,610	37,420	39,100	42,030
8	34,170	39,100	41,690	44,930
9	35,770	41,690	44,270	47,850
10	38,060	44,270	46,850	50,760
11	39,400	45,820	48,500	52,530
12	40,770	47,420	50,190	54,380

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Subd. 2. 1998-99 Salary Schedule. The salary schedule for the 1998-99 academic year, to be effective July 1, 1998, shall be as follows:

1998-99

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
1	24,930	29,090	30,550	32,960
2	26,290	30,550	32,040	34,580
3	27,650	32,040	33,590	36,210
4	29,090	33,590	35,200	37,910
5	30,550	35,200	36,850	39,660
6	32,040	36,850	38,550	41,440
7	33,590	38,550	40,280	43,300
8	35,200	40,280	42,950	46,280
9	36,850	42,950	45,600	49,290
10	39,200	45,600	48,260	52,290
11	40,980	47,660	50,450	54,640
12	42,400	49,330	52,210	56,570

Section 5. Miscellaneous Wages. Non-credit teaching, if not part of assigned load, shall be paid to faculty members on the same basis as to others with like assignments.

Miscellaneous duties paid for from the all college fund shall be paid to faculty members on the same basis as to others with like assignments. Payment for assignments for mentoring/monitoring instruction in the college/high School credit programs shall be paid on a pro rata credit equivalent basis as defined in Article 10, Section 9.

Faculty members shall be paid for assessment of competencies for credit at the rate of $15.00 per semester credit.

Section 6. Summer Session Wages. A faculty member employed for the summer session(s) shall be paid on the basis of the number of credits taught. Unlimited full-time and unlimited part-time with a minimum guaranteed percentage of thirty-six percent (36%) or more, and other faculty members teaching more than three (3) credits for the summer session, shall be paid a proration of the faculty member's salary schedule for the previous academic year.

Section 7. Part-Time Faculty Wages. Prior to offering a part-time appointment, the applicant(s) shall provide the college with information pertaining to current or anticipated employment at another community college. Temporary faculty members and unlimited part-time faculty members with a minimum guaranteed percentage of less than thirty-six percent (36%), teaching more than four (4)

credits per semester during an academic year shall be paid a proration of the appropriate position on the salary schedule for that academic year. Except for temporary full-time faculty, contracts shall be semester by semester.

Temporary part-time faculty members and unlimited part-time faculty members with a minimum guaranteed percentage of less than thirty-six percent (36%), who teach four (4) credits or less per semester shall be compensated at the rate of five hundred and twenty-five dollars ($525) per semester credit in 1998-99. Beginning on July 1, 1998, these individuals shall be compensated at the rate of five hundred and twenty-five dollars ($525) per semester credit for the first year of employment. The $525 per semester is the release time rate referred to in Article 7. The rate shall be six hundred and twenty-five dollars ($625) per semester credit for the second year of employment, and seven hundred and twenty-five dollars ($725) per semester credit for the third year of employment and thereafter. For purposes of this per-credit temporary part-time wage system, temporary part-time faculty will be able to count their previous assignments in academic year 1997-98 in order to qualify for the second level of compensation effective fall semester 1998. An assignment in an academic year qualifies the faculty member to move up if hired during a subsequent academic year.

Unlimited part-time faculty members will be paid according to credits taught on a semester by semester basis. Unlimited part-time faculty members whose assignments do not meet their minimum guaranteed appointment, will be compensated for the balance of their appointment in the spring semester. However, unlimited part-time faculty members may be given additional assignments consistent with Article 10 to meet the minimum guaranteed appointment.

Section 8. Substitute Wages. Faculty members who are included in the MCCFA bargaining unit, and are assigned to provide substitute services, shall be paid according to the following:

Subd. 1. The nature of the assignment, including load, shall be determined prior to acceptance of the assignment by the faculty member.

Subd. 2. Faculty members who are assigned to provide substitute services for short-term absences where there are no or minimal responsibilities outside the classroom shall be paid an hourly rate that is established by first dividing the individual annual base salary amount by one hundred and seventy-one (171) days and then dividing the product by seven (7) hours. The amount paid shall be for the actual number of hours assigned.

Subd. 3. Faculty members who are assigned to provide full substitute services commensurate to the duties of the faculty member being replaced shall be paid by FTE of the work provided.

Subd. 4. An assignment to substitute may cause a faculty member to move from the per-credit rate to a pro rata salary schedule pay level.

Section 9. Applied Music.

Subd. 1. Credit Equivalency. Part-time music instructors who also teach applied music during the academic year will receive credit equivalency of one (1) credit for every five (5) students with each student being equal to one-fifth (1/5) of a credit.

Subd. 2. Private Lesson Rate. Applied music instruction provided by part-time instructors who teach only applied music shall be paid at the rate of at least $127.50 per semester for each one-half (½) hour lesson per week.

Subd. 3. Uniform Application. The applied music instruction pay rate shall be applied uniformly at the college.

Section 10. Coaching Salaries Coaches and assistant coaches shall receive pro rata pay when coaching a student activity whose credit equivalency exceeds three (3) credits. The credits allocated may be distributed over two (2) semesters whenever the actual season of the activity occurs over two (2) semesters. When a student activity has more than one (1) assistant coach assigned, the credit equivalency will be divided between/among coaches to reflect the assignment.

Section 11. Overload Assignments.

A. An overload assignment shall be defined as any assignment to a faculty member which exceeds the workload assignment limitations in this contract. Overload assignments must be mutually agreed upon by the faculty member and the college president.

B. The total payment for non-credit teaching, summer school teaching, overload, and extra days shall not exceed 1/5 of the faculty member's schedule salary, except in cases where the conditions of an outside grant requires additional days, or except as specified in Article 10, Section 5. The one-fifth (1/5) total for a given year refers to the academic year, the extra days assigned during the fiscal year in which the academic year occurs, and the summer session(s) following the academic year.

C. When offered to a full-time unlimited instructor, overload shall first be offered within the assigned field, except where provisions of a grant require an exception to this provision.

D. The exceptions in paragraph B. above shall include grants and honoraria, including those from college foundations, for which faculty apply competitively and which are dispersed through payroll. These activities must be non-student contact. C.B.E. evaluation payments and substitute faculty work shall count toward the overload restriction. The guiding principle is that whenever assignments require student contact, approval for exception to the one-fifth (1/5) restriction must be granted prior to the assignment. The previous two (2) memoranda on minority interns and Bush grants remain in effect.

Section 12. Health/Dental Premium Accounts. The Employer agrees to provide insurance eligible faculty members with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 13. Medical/Dental Expense Account. The Employer agrees to allow faculty members to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum of five thousand dollars ($5,000) per insurance year.

Section 14. Dependent Care Expense Account. The Employer agrees to provide insurance-eligible faculty members with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

Section 15. Appeals. Any grievances filed under this article shall be filed initially at Step 02 of the grievance procedure consistent with time limits provided therein.

ARTICLE 12
LEAVES OF ABSENCE WITH PAY

Section 1. Communicating Absence. A faculty member who finds it necessary to be absent shall communicate with the community college official to whom the faculty member is responsible, in advance whenever possible.

Section 2. Sick Leave. Upon initial employment each full-time faculty member shall be credited with twenty (20) days of sick leave allowance. At the beginning of the third academic year of employment and each academic year thereafter, each full-time faculty member shall be credited with ten (10) days of sick leave allowance to be used for approved absences necessitated by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious disease so that attendance on duty may endanger the health of other faculty members or the public, or the illness of the faculty member's spouse, minor children, or parent and spouse's parents for such periods as the faculty member's attendance shall be necessary. Further, a faculty member shall be granted up to five (5) days, charged against sick leave, for placement of an adoptive or foster child. A faculty member who finds it necessary to be absent for any of these reasons shall communicate with the college president or designee as soon as possible and file a request in writing for approval of the use of sick leave for such absence. Unused sick leave may be accumulated to a maximum of one hundred and twelve (112) days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to the faculty member's credit. In the event that a faculty member with an illness exhausts the current accumulated sick leave and has lapsed sick leave recorded to the faculty member's credit, additional sick leave shall be granted by the president upon valid medical documentation, to the extent required by the faculty member's illness, but not to exceed the total

amount of lapsed sick leave. Sick leave may be used for maternity- related disability. The length of time shall be limited to the number of days that the attending physician certifies is maternity-related or the number of accumulated sick leave days, whichever is less.

One (1) additional day of sick leave allowance shall be credited to each unlimited faculty member who is employed full-time for a summer session or for four (4) or more extra weeks. If less than full-time, it shall be prorated.

Sick leave credited to a faculty member in advance is earned at the rate of ten (10) days per academic year. If a faculty member resigns or is dismissed for cause and has used more sick leave than has been earned, such faculty member shall reimburse the Employer for any such overpayment.

A faculty member who is reinstated or reappointed to the Minnesota community colleges within four (4) years from the date of resignation or retirement may, at the Employer's discretion, have the accumulated but unused sick leave balance restored and posted to the faculty member's credit provided such sick leave was accrued in accord with the provisions of this contract. However, upon reinstatement or rehire, a faculty member who has received severance pay shall either have the sick leave balance restored at sixty percent (60%) of the faculty member's accumulated but unused sick leave balance plus eighty-seven and one-half percent (87½%) of the faculty member's accumulated but unused sick leave bank or may buy back the total amount of sick leave previously paid off on severance by paying the college at the time of reinstatement or rehire the gross amount of dollars previously paid out.

Section 3. Bereavement Leave. A faculty member shall be granted up to five (5) days of approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) days shall not be deducted from sick leave in the event of death in the immediate family or of death of any individual who is named a beneficiary in the TRA program. The term "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents or wards of the faculty member or of the faculty member's spouse. Other approved bereavement leave shall be deducted from sick leave.

Section 4. Personal Leave. Upon application and approval, each full-time faculty member will be granted two (2) days per academic year for use as personal leave. Personal leave may accumulate to eight (8) days but use shall not exceed three (3) days in any semester unless an emergency arises, in which case a fourth and/or fifth day may be used if approved by the college president. Personal leave may be taken in one-half (½) day increments.

Section 5. Pro Rata. The provisions of Section 2., Sick Leave, Section 3., Bereavement Leave and Section 4., Personal Leave above shall apply on a pro rata basis to all part-time faculty members in the bargaining unit.

Section 6. Advanced Degree or Certification Leave. Upon application, a faculty member shall receive a leave of up to five (5) days to take written or oral exams for an advanced degree or certification.

Section 7. Legal Leave. Upon application, a faculty member shall be excused from work for jury service or in response to a subpoena or other direction by proper authority. Such faculty member shall be paid regular pay. Payments received for jury service may be retained by the faculty member; however, fees received as a witness must be returned to the faculty member's college unless the witness service does not involve the use of legal leave.

Section 8. Military Leave. Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota and who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.

Section 9. Accounting of Leave Status. At the end of each fiscal year, an accounting of sick, personal and unpaid leave status will be provided to each unlimited faculty member by the faculty member's college. Upon request, temporary faculty shall also receive an accounting of their accrued leave.

Section 10. Leave Benefit Accumulations. Leave benefit accumulations accrued on the basis of service prior to the signing of this contract shall be retained by the faculty member after such signing.

ARTICLE 13
LEAVES OF ABSENCE WITHOUT PAY

Section 1. Unpaid Leaves of Absence.

Subd. 1. Military Leave. Leave shall be granted to a faculty member who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.

Subd. 2. Parenthood Leave. Upon application, parenthood leave shall be granted without pay to any faculty member who is expecting a child either by natural birth, adoption or through a foster parent program. Parenthood leave requests should be filed as early as possible, but one (1) month prior to date of leave is required. The leave shall commence on the date requested by the faculty member and shall continue for a period of up to nine (9) months, provided, however, that the parenthood leave may be extended upon application to the college president for up to an additional six (6) months. The initial leave and subsequent extension may be

adjusted by the college president up to four (4) months to synchronize with an academic semester except that no adjustment may be made which would reduce the initial leave to less than six (6) months without approval of the faculty member.

Subd. 3. Other Leaves of Absence Without Pay. Upon application, faculty members may be allowed to be absent without pay, with the approval of the college president, consistent with the conditions that such leave shall be granted only when it will not result in undue prejudice to the interests of the college beyond any benefits to be realized. Leaves for the following purposes shall be considered: illness or poor health beyond the limits of paid sick leave; work experience in education, business, industry and/or government; service in a professional organization; and advanced study. Faculty members shall also be granted unpaid leave in accordance with the statewide policy on Family and Medical Leave. (See attachment D for informational purposes only.)

Leaves for personal emergencies will be authorized. Leave requests for other specific personal reasons may be considered. Applications for an extension of a leave will be considered by the college president providing the application for extension is submitted at least ninety (90) days prior to the expiration of the current leave.

For faculty members granted unlimited part-time status on or after July 1, 1987, such leaves shall not be granted for purposes of vacations, non-college employment obligations or opportunities which should or could be accommodated outside of their college assignments.

Subd. 4. Benefits. No benefits shall accrue to faculty members during unpaid leaves that exceed an aggregate of ten (10) working days in an academic year, except as provided by statute or as otherwise modified in this contract. However, an exception shall be made in case of unpaid leave necessitated by reason beyond the control of the faculty member, in which instance no benefits shall accrue to such faculty member if the unpaid leave exceeds an aggregate of thirty (30) working days in any academic year.

An unlimited faculty member who is granted an unpaid leave for up to one (1) full academic semester shall, upon return, be placed on the salary schedule as if the faculty member's service had been continuous in the system. Such faculty member may be granted this provision once only during the faculty member's career with the Employer. Such one (1) semester shall also be counted as continuous service for purposes of seniority and service to count towards sabbatical leave eligibility.

A faculty member who is granted an unpaid leave specifically to do full time teaching elsewhere, or to engage in other full time endeavors which are related to the faculty member's performance or expertise at the college, (except in cases of extended leaves pursuant to M.S. 136F.43) shall, upon return, be placed on the salary schedule as if the faculty member's service had been continuous in the system, and the time spent on such leaves shall count for seniority

purposes as well. When this type of unpaid leave is less than one (1) academic year, the time spent on the leave shall count for sabbatical eligibility.

A faculty member on unpaid leave shall not be considered to have had a break in service. Time spent on leave shall count only toward such benefits as are provided in this contract.

Section 2. Religious Holidays. Any faculty member who observes a religious holiday on a day which does not fall on a Sunday or a legal holiday shall be entitled to such day off from employment for such observance. Such day off shall be taken without pay, except where the faculty member has unused personal leave, and in that case such day may be charged against the personal leave of the faculty member upon request of the faculty member. The faculty member shall notify the college in writing at least ten (10) days prior to the absence.

Section 3. Extended Leaves of Absence. Full-time employees who are eligible and apply for extended leave under M.S. 136F.43, Subd. 2. (a full-time faculty member who has been employed by the community college and/or Minnesota State Colleges and Universities Board of Trustees for at least five (5), years and has at least ten (10) years of allowable service as defined in M.S. 354.05 Subd. 13.) may be granted a leave without pay of at least three (3) years, but no more than five (5) years. An extended leave of absence pursuant to this section may be granted only once. Denials of such leaves shall not be arbitrary, unreasonable or discriminatory. Pursuant to M.S. 354.094, the state shall pay employer contributions into the fund for each year for which a member who is on extended leave pays employee contributions into the fund. Such contribution shall be based on the schedule salary amount the faculty member received in the year immediately preceding the leave. In accordance with M.S. 136F.43, Subd. 5., the faculty member will be placed back on the salary schedule at the same column and step the faculty member was on at the time the leave was granted.

ARTICLE 14
SEVERANCE PAY AND FACULTY RETIREMENT PROVISIONS

Section 1. Severance Pay. Severance pay shall be granted to all faculty members under the following provisions:

Subd. 1. Eligibility.

A. All faculty members who have completed twenty (20) years of continuous service shall receive severance pay upon separation from state service.

B. All faculty members who are mandatorily retired from state service or are separated by reason of death shall receive severance pay. In the event of death, such payment shall be made to the beneficiary designated by the faculty member under the Minnesota Teacher's

Retirement Association or Individual Retirement Account Plan.

C. All unlimited full-time and unlimited part-time faculty members who are laid off from service in the community colleges, shall receive severance pay.

D. Faculty members who retire from state service after ten (10) years of continuous state service, and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, not withstanding an election to defer payment of the annuity, also receive severance pay.

Subd. 2. Benefits. The faculty member shall receive severance pay in an amount equal to forty percent (40%) of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus twelve and one-half percent (12½%) of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the one hundred and twelve (112) days maximum.

Subd. 3. Reinstatement. Should any faculty member who has received severance pay be subsequently reappointed to state service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was reappointed and the amount of accumulated but unused sick leave at the time of the faculty member's subsequent eligibility for severance pay. However, if the faculty member has bought back the total amount of sick leave previously paid off on severance, eligibility for future severance pay shall be computed upon the amount of accumulated but unused sick leave to the faculty member's credit at the time of the faculty member's subsequent eligibility for severance pay.

Subd. 4. Age at Separation. A faculty member who retires at the end of the academic year will be considered to have retired as of the following July 1 for purposes of severance pay.

Section 2. Early Retirement Incentive.

Subd. 1. Sunset Provision. Faculty members hired after June 30, 1995, shall not be eligible for this early retirement incentive.

Subd. 2. Eligibility. In addition to the provisions of Section 1., any faculty member who has served at least fifteen (15) years in the Minnesota community colleges, and is at least fifty-five (55) years of age shall be eligible for early separation. Individual applications for early retirement incentive will only be granted where it can be shown that the specific application would prevent a layoff, allow the recall of a laid off faculty member and/or would result in a cost savings to the system.

Subd. 3. Compensation. An eligible faculty member who elects early separation through resignation or early retirement shall receive compensation equal to base salary. An eligible faculty member who elects such early separation shall receive compensation equal to base salary minus twenty percent (20%) of base salary for each year beyond age sixty (60). The faculty member shall receive the compensation in two (2) equal annual payments: the first upon separation and the second in the following year or on other reasonable terms as conveyed by the faculty member and accepted by the administration.

Subd. 4. Maintenance of Benefits. The separated faculty member shall have the right to continue, at the Employer's expense, health insurance benefits for one (1) year after separation.

Subd. 5. Early Separation. Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

Section 3. Supplemental Retirement. Pursuant to M.S. 136.80, 136.81 and 356.24, the Employer shall deduct from the salary of full-time faculty members a sum equal to five percent (5%) of the annual salary paid after the first six thousand dollars ($6,000) up to a maximum of seventeen hundred dollars ($1,700.00) during the 1997-1999 academic years to be paid into the Minnesota State Colleges and Universities Supplemental Retirement Account of the retirement fund. The Employer shall make a contribution in an amount equal to the deductions made from the faculty member's salary. Deductions shall begin in the faculty member's third year of employment.

Section 4. Phased Retirement Program.

Subd. 1. Eligibility. Pursuant to M.S. 354.66, unlimited full-time faculty members who are fifty-five (55) years of age, and who have at least ten (10) FTE years of service credit in Minnesota community colleges shall be granted, upon application, a phased retirement subject to the provisions below.

In order for the phased retirement program to be easily understood and administered, the Association and the Employer are in agreement to the following provisions:

Subd. 2. Application Procedure. Faculty members who are eligible may request in writing to take part in the phased retirement program. Such written request shall be submitted prior to the end of fall semester in the academic year prior to the year the reduction is going to start. The length of the phased retirement period and the faculty member's annual workload shall be mutually agreed to by the faculty member and the college president, subject to the limitations in Subd. 3. Each application and any subsequent request for a change will be considered on a case by case basis. The agreed upon arrangements shall be made in writing between the faculty member and the college president. A copy of the phased retirement agreement shall be forwarded to the chancellor's designee and the Association.

Subd. 3. Terms of Program. The phased retirement agreement must meet the following terms:

i. A length of time no less than one (1) year and no more than ten (10) years.
ii. An annual workload no less than .33 FTE and no more than .67 FTE.

The level of reduction and the length of time of phased retirement may change upon mutual agreement of the faculty member and the college president. At the end of the phased retirement period the faculty member must retire from the Minnesota State Colleges and Universities system, unless circumstances give cause for the faculty member and the college president to end the phased retirement program early and the faculty member returns to full-time employment. Faculty members who are in a phased retirement program shall have their actual work FTE counted for the purpose of meeting the hiring practices requirements contained in Article 18 of this contract.

Subd. 4. Benefits. The faculty member shall continue to receive insurance benefits and payment toward Teacher's Retirement Account or IRAP as if working full time. Any faculty member contributions toward insurance premiums will continue to be deducted from the faculty member's paycheck. The faculty member shall be directly responsible for payment of the faculty member's portion of TRA or IRAP. Faculty members who are on phased retirement shall be treated as if they are regular full-time faculty when calculating early retirement benefits and severance pay benefits. Faculty members who are on phased retirement shall receive sick leave and personal leave on a pro rata basis, i.e. if the phased retirement contract is for sixty-seven percent (67%), then the faculty member will be granted 6.7 days of sick leave and 1.34 personal leave days. Faculty members are urged to select the twenty (20) pay option during the year prior to phased retirement and continuing during the phased retirement program. Overload restrictions shall be determined for a faculty member on phased retirement based on the actual pay received during the fiscal year prior to the first year of a phased retirement program. Normal summer session rotation rights shall be maintained. Faculty members shall maintain eligibility for a sabbatical and the benefits shall be the same as for full-time faculty. Any remaining FTE needed to qualify during phased retirement shall accrue on a pro rata basis. The return requirement shall also be satisfied on a pro rata basis. The return requirement must be reachable in the plan in order to be eligible for the sabbatical leave. Faculty members who are considering a sabbatical during phased retirement should include such intention in the program application.

Subd. 5. Limits on Access. The number of faculty members at each campus or center who will be granted this option shall be limited to seven percent (7%) of the number of unlimited full-time faculty at the college or center or one (1), whichever is greater. If more applications are received than the seven percent (7%) limit, the approvals shall be granted on a seniority basis, with the most senior applicants being granted first. In the event the campus limit is reached, an applicant in excess may be granted the phased retirement program if the president

and the Employer agree to the request. The seven percent (7%) limit will be established each year and shall not be cumulative. The actual numbers may change based on the roster changes each year.

ARTICLE 15
EXPENSE ALLOWANCES

Section 1. General. The Employer may authorize travel at state expense for the effective conduct of the state's business. Such authorization must be granted prior to the incurrence of the actual expenses. Faculty members affected under this article shall be reimbursed for such expenses which have been authorized by the Employer in accordance with the terms of this article.

Section 2. Automobile Expense. When a state-owned vehicle is not available and a faculty member is required to use the faculty member's automobile to conduct authorized state business, the Employer shall reimburse the faculty member at the rate of twenty-nine (29.0) cents per mile for mileage on the most direct route according to transportation department records. When a state-owned vehicle is offered and declined by the faculty member, the Employer shall authorize the mileage be paid at the rate of twenty-three (23.0) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving, or departure from the faculty member's residence, shall be shown separately on the faculty member's daily expense record, and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A

faculty member shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

When a faculty member is assigned to off campus duties, the allowable mileage is (1) the lesser of the mileage from the faculty member's residence to the first stop or from campus to the first stop, (2) all mileage between points visited on college business, and (3) the lesser of mileage from the last stop to the faculty member's residence or from the last stop to his/her campus.

Section 3. Commercial Transportation. When a faculty member is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of the Employer, the faculty member shall be reimbursed for the actual expenses of the mode and class of transportation so authorized. Reasonable gratuities may be included in commercial travel costs.

Section 4. Overnight Travel. A faculty member in travel status who incurs expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from the home station, up to the maximums stated in Section 5. of this article. A faculty member in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed a total of sixteen dollars ($16.00) per week for laundry and/or dry cleaning for

each week after the first week. A faculty member shall be reimbursed for baggage handling. Actual documented personal telephone call charges shall be reimbursed in the following manner: the maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by two dollars ($2.00).

Section 5. Meal Allowances. A faculty member assigned to be in a travel status between the faculty member's work station and a field assignment shall be reimbursed for the actual cost of meals, including a reasonable gratuity, under the following conditions:

A. Breakfast. Reimbursement may be claimed only if the faculty member is on assignment away from the home station in a travel status overnight or departs from home in an assigned travel status before 6:00 a.m.

B. Lunch. Eligibility for lunch reimbursement shall be based upon the faculty member being on assignment, over thirty-five (35) miles from his/her temporary or permanent work station, with the work assignment extending over the normal meal period. However, a faculty member may claim lunch reimbursement when authorized by the administration as a special expense, prior to incurring such expenses.

C. Dinner. Dinner reimbursement may be claimed only if the faculty member is away from home station in a travel status overnight or is required to remain in a travel status until 7:00 p.m.

D. Maximum reimbursement for meals shall be in accordance with Minnesota State Colleges and Universities (MnSCU) board policy. If the Board increases the meal rates, such increases shall automatically apply to this contract. If the Board decreases the meal rates, MnSCU shall meet and negotiate with the Association prior to implementation. As of the effective date of this contract, the meal rates, including tax and gratuity, shall be:

Breakfast	$ 7.00
Lunch	$ 9.00
Dinner	$ 15.00

Section 6. Special Expenses. When prior approval has been granted by the Employer, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of state business, shall also be reimbursed.

Section 7. Payment of Expenses. The Employer will advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars ($50.00), provided the faculty member makes such a request within a reasonable period of time in advance of the travel date.

ARTICLE 16
FACULTY DEVELOPMENT

Section 1. College Level Funds. Each college will be allocated faculty development funds at the rate of one hundred and seventy-five dollars ($175) per each full-time equivalent faculty position allocated to the college for the preceding academic year. Funds provided by this section shall be used only for financing expenses for faculty members only to attend conferences, workshops, take college courses and other activities off-campus, or for the provision of on-campus activities for staff development of the faculty. These funds are to be used to support the professional development of the faculty, the development needs of the academic departments or areas, and the planned instructional priorities of the college. The local association chapter shall determine an equitable procedure for the distribution of faculty development funds. The college president or designee may review proposed faculty development expenditures, and may veto a proposed expenditure within one (1) week of its receipt if the proposed expenditures do not meet the purposes stated above. Nothing in this section shall preclude the local association chapter from proposing to spend faculty development funds on joint activities with other groups at the college. Upon mutual written agreement, the association chapter president and the college president may agree to another method for determination of the use of college level development funds.

Section 2. System Level Funds. For each fiscal year of this contract, the Employer will allocate a pro rata share of the funds identified in the budget as "staff development" for faculty development. Such funds will be used to provide statewide or regional conferences, workshops and other activities for the staff development of faculty members. The joint committee for faculty development, comprised of at least three (3) faculty members appointed by the Association and at least three (3) administrators appointed by the chancellor shall aid and advise the chancellor or designee in the use of these funds.

Section 3. Sabbatical Leave. The purpose of sabbatical leaves is to give faculty members the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their college assignments, and will support the professional development of the faculty, the development needs of academic departments or areas, and the planned instructional priorities of the college/system mission.

Subd. 1. Criteria. Such leaves shall be granted if the following criteria are met:

A. Temporary full-time, unlimited full-time and unlimited part-time faculty are eligible for a sabbatical leave. The applicant must have continuously served the equivalent of six (6) or more academic years in the Minnesota community colleges with an aggregate of twelve (12) semesters of actual service without having been granted a sabbatical leave. All continuous employment in the Minnesota community colleges shall be included in the calculation of full-time equivalency. For purposes of this section, continuous employment

shall mean holding an assignment during each academic year. No more than one (1) year of service will be counted for each academic year. This total must be achieved prior to the commencement of the leave. Faculty members may have one (1) semester in which the faculty member was on an approved unpaid leave count as one (1) of the twelve (12) semesters. If a faculty member is on an unpaid leave for one (1) year or more, the calculation of equivalent FTE will resume on the date of return. Faculty members on notice of layoff are not eligible for sabbatical leaves. In the event that the faculty member's layoff notice is rescinded, a faculty member who has applied for and met all other requirements for a sabbatical leave shall be granted the sabbatical regardless of the number of sabbaticals that have already been granted if the faculty member is more senior than the least senior faculty member who was granted a sabbatical at that college.

B. The faculty member has submitted a plan for the sabbatical leave which is designed to serve the purpose described in Section 3. above.

C. The college president has certified that a replacement can be found. In individual cases where a replacement cannot be found, a faculty member determined to meet the other eligibility requirements in the year of request will not be denied a sabbatical leave in subsequent years based solely on this reason. This provision shall not be applicable to the faculty member after a sabbatical leave request is granted (unless the situation recurs after six (6) more years of service).

D. Funds to cover the cost of the sabbaticals are available. Except in situations of financial exigency for the Minnesota community colleges, sabbaticals will not be denied for this reason.

E. The number of sabbaticals approved for a college does not exceed seven percent (7%), rounded up to the next whole number, of the number of full-time equivalent faculty positions allocated to the college for the academic year preceding the application, or one (1), whichever is greater.

F. The total number of sabbatical leaves awarded at any one (1) college, including those from the statewide pool, shall be limited to one hundred and fifteen percent (115%) of the allocation as provided for in Subd. 1.E. above. The calculation of the additional fifteen percent (15%) will be rounded to the nearest whole number or one (1), whichever is greater.

Subd. 2. Selection of Applicants. If the number of applicants in a given college exceeds seven percent (7%) of the number of full-time equivalent faculty positions allocated to the college for the previous year, approval will be granted to those who have the greatest number of continuous years of full-time equivalent service based on the date of employment or the date of return after the last sabbatical, whichever is most recent. In the event of a tie, the sabbatical

leave will be awarded to the applicant with the greatest system-wide seniority. Then, if a tie still exists, the tie shall be broken by the flip of a coin. At the request of either party, the tie shall be broken in the presence of an association representative.

If there are no sabbaticals available, the applicants may, at their option, fill vacancies created by cancellations at their college in order of descending number of years of service. In case of ties, selection will be made in accordance with the tie-breaker procedure above. Applicants must make a separate application each year that they wish to be considered for a sabbatical leave.

In the event the total allocations for sabbatical leaves are not utilized through the procedure above, the remaining sabbaticals shall be pooled. These sabbaticals shall be available to those applicants who were in excess at the individual campuses. These sabbaticals shall be awarded to those applicants who have the greatest number of continuous years of full-time equivalent service based on the date of employment or the date of return after the last sabbatical. In the event of a tie, the sabbatical leave will be awarded to the applicant with the greatest system-wide seniority.

Subd. 3. Additional Sabbaticals. If requested by a college president and agreed to by the chancellor and the Association, additional sabbaticals may be approved. Then, if a tie still exists, the tie shall be broken by a flip of the coin. At the request of either party, the tie shall be broken in the presence of an association representative.

Subd. 4. Sabbatical Leave Benefits. Sabbatical leaves may be granted for one (1) or two (2) or consecutive semesters in an academic year with full base salary for one (1) semester or with two-thirds (2/3) of base salary for two semesters. The second sabbatical, if for a full-year, will be at eighty percent (80%) base salary and any subsequent full-year sabbatical will be at ninety percent (90%) base salary. The first sabbatical does not have to be a full-year sabbatical to qualify for the eighty percent (80%) benefit during the second sabbatical. The second sabbatical does not have to be a full-year sabbatical to qualify for the ninety percent (90%) benefit during the third sabbatical. In the case of unlimited part-time faculty "full base salary" shall be the average of the salary for the three (3) years prior to the sabbatical year. This calculation shall not affect the faculty members' minimum guarantee.

Faculty members on sabbatical leave may accept scholarships, fellowships, grants or employment during the sabbatical leave.

Time spent on sabbatical leave shall be counted as continuous service for all purposes for which continuous service is a factor in the Minnesota community colleges.

No sick leave or personal leave shall be accumulated or credited to a faculty member during a sabbatical leave.

Subd. 5. Application Procedure. Applications for sabbaticals shall be submitted to the college president between November 24 and December 15 in the year preceding the academic year during which the faculty member is planning to take the leave. The application must be delivered to the president by December 15 or mailed by certified mail not later than December 15 to be considered. Notification of approval or rejection will be provided by the president no later than February 15.

If a faculty member desires to change the substance of the sabbatical plan which was previously approved by the college president, the faculty member shall submit an amended plan to the president. If the president fails to approve the amended plan, the faculty member may submit an alternative plan(s).

Subd. 6. Sabbatical Refusal. When a sabbatical is granted and the faculty member wishes to refuse the sabbatical, the faculty member may make a written request to the college president stating this fact. The college president shall submit this request along with a recommendation to the chancellor or designee for approval. If the chancellor or designee grants the request, the faculty member shall forfeit eligibility for a sabbatical leave until such faculty member has served the equivalent of four (4) more full-time academic years in the community colleges as a full-time–or unlimited part-time faculty member without a break in service unless the chancellor or designee chooses to waive this requirement. The determination of whether or not the four (4) year waiting period will apply shall be made at the time the refusal is approved. Any semester interrupted by thirty (30) or more working days of unpaid leave shall not count toward the four (4) year requirement. This total shall be achieved prior to the commencement of the leave.

Subd. 7. Return Requirements. A faculty member who has taken a sabbatical leave shall be required to return to her/his college for at least one (1) academic year of service. If the faculty member refuses to do so, the faculty member will be required to repay the salary which was paid by the Employer during the sabbatical leave unless the chancellor or designee chooses to waive this requirement because of special circumstances. The repayment shall be completed not later than the beginning of the academic semester in which the faculty member was expected to return.

Upon returning from sabbatical, the faculty member shall submit a written description of plan activities undertaken during the sabbatical.

ARTICLE 17
INSURANCE

Section 1. State Employee Group Insurance Program. During the life of this contract, the Employer agrees to offer a group insurance program that includes health, dental, life, and disability coverages

equivalent to existing coverages, subject to the provisions of this article. All insurance eligible faculty members will be provided with a summary plan description describing these coverages. Such summary plan description shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible faculty members shall receive a summary plan description within thirty (30) days of their date of eligibility.

Section 2. Eligibility for Group Participation. This section describes eligibility to participate in the group insurance program.

Subd. 1. Faculty Members -- Basic Eligibility. A faculty member may participate in the group insurance program if he/she:

A. Holds a temporary full-time or an unlimited appointment with annual guarantee of at least twelve (12) semester credits or its equivalent: or

B. Holds a temporary part-time appointment and meets the following conditions:

1. Initial qualification requires an appointment totaling at least six (6) credits per semester over two (2) consecutive academic year semesters. Such eligibility starts at the beginning of the second semester.

2. Once qualified, the faculty member remains qualified for each semester in which he/her appointment equals at least six (6) credits.

3. When the faculty member's semester appointment drops below six (6) credits, insurance eligibility will cancel for that semester, but will be reinstated when the semester appointment returns to at least six (6) credits.

4. Once a break in service (defined as no assignments for one (1) full academic year) occurs (excluding summer session) initial qualification in Subd. 1.B.1. above must be re-met.

Subd. 2. Faculty Members -- Special Eligibility. The following faculty members are also eligible to participate in the group insurance program:

A. **Faculty members with a work-related injury/disability**. A faculty member who was off the state payroll due to a work-related injury or work-related disability may continue to participate in the group insurance program as long as such a faculty member receives workers' compensation payments or while the workers' compensation claim is pending.

B. **Totally disabled faculty members**. Consistent with M.S. 62A.148, certain totally disabled faculty members may continue to participate in the group insurance program.

C. **Retired faculty members**. A faculty member who retires from state service, is not eligible for regular (non-disability) Medicare coverage, has ten (10) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a state retirement program, may continue to participate in the health and dental coverages offered

through the group insurance program.

Consistent with M.S. 43A.27, Subd. 3., a retired faculty member of the state who receives an annuity under a state retirement program may continue to participate in the health and dental coverages offered through the group insurance program. Retiree coverage must be coordinated with Medicare.

D. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation but has completed the academic year and is enrolled in the group insurance program continues that eligibility and the employer contribution through the summer. This paragraph shall not apply to those faculty members who retire; however, faculty members who elect early retirement continue to be provided with the provisions of Article 14, Section 2. This paragraph does not change current practice relative to the provisions of Article 14, Section 2.

E. **Summer Coverage - Temporary Faculty**. A faculty member on a temporary appointment who is eligible to participate in the group insurance program continues that eligibility during the summer if notice has been received from the college president (provost) or designee by May 31 of each year that the faculty member will be re-hired in an insurance-eligible position (at least six (6) credits or its equivalent) for the subsequent fall term.

F. **Sabbatical Leave**. A faculty member eligible to participate in the group insurance program immediately prior to taking a sabbatical leave continues that eligibility during the sabbatical leave.

G. **Faculty Members on Layoff**. A faculty member who is eligible to participate in the group insurance program immediately prior to being placed on layoff continues that eligibility during the recall period.

H. **Faculty Members on Unpaid Leave of Absence**. A faculty member who is eligible to participate in the group insurance program immediately prior to taking an unpaid leave of absence continues that eligibility during the unpaid leave of absence at own expense.

Subd. 3. Dependents. Eligible dependents for the purposes of this article are as follows:

A. **Spouse**. The spouse of an eligible faculty member (if not legally separated). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than 100 people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar ($750.00) or greater deductible through employing organization, he/she is not eligible to be a covered dependent for the purposes of this article. If both spouses work for the state or another organization participating in the state's group insurance program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full employer contribution as defined in Section 3. Subd. 1.

B. **Children and Grandchildren**. An eligible faculty member's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age

twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status, who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and if chiefly dependent on the faculty member for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent unless coverage terminates under the Contract.

"Dependent child" includes a faculty member's: (1) biological child, (2) child legally adopted by or placed for adoption with the faculty member, (3) foster child, and (4) step-child. To be considered a dependent child, a foster child must be dependent on the faculty member for principal support and maintenance and be placed by the court in the custody of the faculty member. To be considered a dependent child, a step-child must maintain residence with the faculty member and be dependent on the faculty member for principal support and maintenance.

"Dependent grandchild" includes a faculty member's: (1) grandchild placed in the legal custody of the faculty member, (2) grandchild legally adopted by the faculty member or placed for adoption with the faculty member, or (3) grandchild who is the dependent child of the faculty member's unmarried dependent child. Under (1) and (3) above, the grandchild must be dependent on the faculty member for principal support and maintenance and live with the faculty member.

If both spouses work for the state or another organization participating in the state's group insurance program, either spouse, but not both, may cover eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried faculty members/employees who share legal responsibility for eligible dependent children or grandchildren.

Subd. 4. Continuation of Coverage. Consistent with state and federal laws, certain faculty members, former faculty members, dependents, and former dependents may continue group health, dental, and/or life coverage at own expense for a fixed length of time. As of the date of this contract, state and federal laws allow certain group coverages to be continued if it would otherwise terminate due to:

A. termination of employment (except for gross misconduct);
B. layoff;
C. reduction of hours to an ineligible status;
D. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
E. death of faculty member; or
F. divorce.

Section 3. Eligibility for Employer Contribution. This section describes eligibility for an employer contribution toward the cost of coverage.

Subd. 1. Full Employer Contribution -- Basic Eligibility. Faculty members covered by this

contract and appointed for at least seventy-five percent (75%) of the full-time work assignment load for the academic year receive the full employer contribution.

Subd. 2. Partial Employer Contribution -- Basic Eligibility. The following faculty member covered by this contract receive the full employer contribution for basic life coverage, and at the faculty member's option, a partial employer contribution for health and dental coverages. The partial employer contribution for health and dental coverages is fifty percent (50%) of the full employer contribution.

A. A faculty member who holds an unlimited appointment and works eighteen (18) credits or more or its equivalent per academic year but less than seventy-five percent (75%) of a full-time work assignment load.

B. A faculty member who holds a temporary part-time appointment and meets the following conditions:

1. Initial qualification requires an appointment totaling at least six (6) credits per semester over two (2) consecutive academic year semesters. Such eligibility starts at the beginning of the second semester.

2. Once qualified, the faculty member remains qualified for each semester in which he/her appointment equals at least six (6) credits.

3. When the faculty member's semester appointment drops below six (6) credits, insurance eligibility will cancel for that semester, but will be reinstated when the semester appointment returns to at least six (6) credits.

4. Once a break in service (defined as no assignments for one (1) full academic year) occurs (excluding summer session) initial qualification in Subd. 2.B.1. above must be re-met.

Subd. 3. Special Eligibility. The following faculty members also receive an employer contribution:

A. **Faculty Members on Layoff.** A faculty member who receives an employer contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an employer contribution and all other benefits provided under this Article for twelve (12) months from the date of layoff.

B. **Work-Related Injury/Disability**. A faculty member who receives an employer contribution and who is off the state payroll due to a work-related injury or a work-related disability remains eligible for an employer contribution as long as such a faculty member receives workers' compensation payments. If such faculty member ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article 13, Section 1. Subd. 3. s/he shall be eligible for an employer contribution during that leave.

C. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation but has completed the academic year and is enrolled in the group insurance program continues that

eligibility and the employer contribution through the summer. This paragraph shall not apply to those faculty members who retire; however, faculty members who elect early retirement continue to be provided with the provisions of Article 14, Section 2. This paragraph does not change current practice relative to the provisions of Article 14, Section 2.

D. **Summer Coverage - Temporary Faculty**. A faculty member on a temporary appointment who is eligible for an employer contribution continues to receive the employer contribution during the summer if notice has been received from the college president (provost) or designee by May 31st of each year that the faculty member will be re-hired in an insurance-eligible position (at least six (6) credits or its equivalent) for the subsequent fall term.

E. **Sabbatical Leave**. A faculty member eligible for an employer contribution immediately prior to taking a sabbatical leave continues to receive the employer contribution during the sabbatical leave.

Subd. 4. Maintaining Eligibility for Employer Contribution.

A. **General**. A faculty member who receives a full or partial employer contribution maintains that eligibility as long as the faculty member meets the employer contribution eligibility requirements, and appears on a state payroll for at least one full working day during each payroll period. This requirement does not apply to faculty members who receive an employer contribution while on layoff as described above.

B. **Unpaid Leave of Absence**. If a faculty member is on an unpaid leave of absence, then leave cannot be used for the purpose of maintaining eligibility for an employer contribution by keeping the faculty member on a state payroll for one working day per pay period. For a faculty member returning from an approved unpaid leave of absence of less than a full academic year, the employer contribution shall resume immediately following the end of the last quarter of the leave.

C. **Academic Year Employment**. If a faculty member is employed on the basis of an academic year and such employment contemplates absences from the state payroll during the summer months, the faculty member shall nonetheless remain eligible for an employer contribution, provided that the faculty member appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences, except as noted in Subd.4.B. above.

D. A faculty member who is on an approved FMLA leave maintains their eligibility.

Section 4. Amount of Employer Contribution. For faculty members eligible for an employer contribution as described in Section 3., the amount of the employer contribution will be determined as follows beginning on December 24, 1997. The employer contribution amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.

Subd. 1. Contribution Formula -- Health Coverage.

A. **Faculty Member Coverage**. For faculty member health coverage, the Employer contributes

an amount equal to the lesser of one hundred percent (100%) of the faculty member premium of the low-cost health plan, or the actual faculty member premium of the health plan chosen by the faculty member.

B. **Dependent Coverage**. For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the dependent premium of the low-cost health plan, or the actual dependent premium of the health plan chosen by the faculty member.

C. **Low-Cost Health Plan**. For the purposes of Section 4, Subd. 1.A., "low-cost health plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the faculty member's permanent work location. "Family premium" is the total of the faculty member premium and the dependent premium.

The low-cost health plan for each county for the 1998 insurance year is listed in Appendix B. During the 1998 insurance year, the list may be changed only if the low-cost health plan no longer operates in a county.

D. **Low-Cost Health Plan Determination 1999**. The list for the 1999 insurance year shall be established in accordance with the following procedures:

1. At least twelve (12) weeks prior to the open enrollment period for the 1999 insurance year, the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the low-cost health plan for each county.

2. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit counties in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only counties that may be submitted for resolution by this process are those in which, since the list for the 1998 insurance year was negotiated, one (1) or more of the following has occurred:

   (a) changes in the network of one or more of the plans offered;
   (b) changes in premium amounts affecting which plan is low-cost;
   (c) the addition or deletion of carriers affecting which plan is low-cost.

3. Absent agreement on a neutral expert the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (½) of the fees and expenses of the neutral shall be paid by the Employer and one-half (½) by the exclusive representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

4. The decision of the neutral shall be issued within two (2) working days after the hearing.

E. **Faculty Member Work Location**. The employer contribution for each faculty member is based on the faculty member's permanent work location on the effective date of each new

insurance year. If the health plan a faculty member is enrolled in is not available at the new permanent work location, then the employer contribution changes to the amount in effect at the new permanent work location.

Subd. 2. Contribution Formula -- Dental Coverage.

A. **Faculty Member Coverage**. For faculty member dental coverage, the Employer contributes an amount equal to the lesser of one hundred percent (100%) of the faculty member premium

of the state dental plan, or the actual faculty member premium of the dental plan chosen by the faculty member.

B. **Dependent Coverage**. For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty percent (50%) of the dependent premium of the state dental plan, or the actual dependent premium of the dental plan chosen by the faculty member.

Subd. 3. Contribution Formula -- Basic Life Coverage. For faculty member basic life coverage and accidental death and dismemberment coverage, the Employer contributes one-hundred percent (100%) of the cost.

Section 5. Coverage Changes and Effective Dates.

Subd. 1. When Coverage May Be Chosen. A faculty member must make choice of plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible position. When health and dental coverage are elected, the faculty member will automatically be enrolled in basic life coverage. Faculty members eligible for a partial employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Faculty members who become eligible for a full employer contribution must make their choice of employee and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low-cost plan in the county of the faculty member's work location.

A faculty member may change health or dental plan if the faculty member changes to a new permanent work location, and the faculty member's current plan is not available at the new work location. A faculty member who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period.

A faculty member may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child.

In addition, a faculty member may add dependent health or dental coverage within thirty (30) days of the following events:

A. If a faculty member becomes married, the faculty member may add spouse and any dependent

children/grandchildren.

B. If the faculty member's spouse loses group health or dental coverage, the faculty member may add spouse and any dependent children/grandchildren.

C. When a faculty member acquires first dependent child, grandchild, or step-child, the faculty member may add dependent coverage to cover both the child and the faculty member's spouse.

Subd. 2. When Coverage May Be Canceled.

A. **Dependent Coverage.** A faculty member may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) days of the event. Life events include, but are not limited to:

- loss of dependent status of a sole dependent;
- death of a sole dependent;
- divorce;
- change in employment condition of a faculty member or spouse: and
- a significant change of spousal insurance coverage (cost of coverage is not a significant change).

Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.

B. **Employee Coverage**. A part-time faculty member may also cancel employee coverage within sixty (60) days of when one of these same events occurred.

Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

Subd. 3. Initial Effective Date. The initial effective date of coverage under the group insurance program is the first day of the first payroll period beginning on or after the 28 calendar day following the faculty member's first day of employment, re-employment, re-hire, or reinstatement with the state. A faculty member must be actively at work on the initial effective date of coverage, except that a faculty member who is on paid leave on the date state-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a faculty member's dependent's coverage become effective before the faculty member's coverage.

Subd. 4. Delay in Coverage Effective Date.

A. **Health, Dental and Basic Life**. Except for dependent coverage for newborn children, handicapped dependents as defined by Minnesota Statutes 62A.14 and 62A.141, and children placed for the purposes of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, a faculty member or dependent is hospitalized. Initial coverage for a newborn child is not

affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the faculty member's or dependent's hospital discharge. However, initial faculty member-only coverage may begin if the faculty member's dependent is hospitalized.

The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a faculty member is on an unpaid leave of absence or layoff.

B. **Optional Life and Disability Coverages**. In order for coverage to become effective, the faculty member must be in active payroll status and not using sick leave on the first day of the pay period coinciding with or next following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the first day of the pay period coinciding with or next following the faculty member's return to work.

Subd. 5. Open Enrollment.

A. **Frequency and Duration**. There shall be an open enrollment period for health coverage in each year of this contract, and for dental coverage in the first year of this contract. Open enrollment changes become effective on December 24, 1997, in the first year of this contract, and on January 6, 1999, in the second year of this contract.

B. **Eligibility to Participate**. A faculty member eligible to participate in the group insurance program, as described in Section 2. above, may participate in open enrollment. In addition, a person in the following categories may as allowed in Section 5. Subd. 4.A. above, make certain changes: (1) a former faculty member or dependent on continuation coverage, as described in Section 2. Subd. D., may change plans or add coverage for health and/or dental plans on the same basis as active faculty members; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active faculty members, but may not add dependent coverage.

C. **Materials for Faculty Member Choice**. Each year prior to open enrollment, the college will give eligible faculty members the information necessary to make open enrollment selections. Faculty members will be provided a statement of their current coverage each year of this contract.

Subd. 6. Coverage Selection Prior to Retirement. A faculty member who retires and is entitled to receive an annuity under a state retirement program may change health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The faculty member may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

Section 6. Basic Coverages.

Subd. 1. Faculty Member and Dependent Health Coverage.

A. **Coverage Options**. Eligible faculty members must select coverage under one of the health plans offered by the Employer, including health maintenance organization plans, the state health plan, or other health plans. Coverage offered through health maintenance organization plans is subject to change during the life of this contract upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in co-payments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the state health plan is determined by Section 6, Subd. 1.B.

B. **Coverage under the State Health Plan**. From July 1, 1997 through December 23, 1997, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively)will continue at the level in effect on June 30, 1997. Effective December 24, 1997, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the co-payments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice.

1. **Services received from, or authorized by, a primary care physician within the primary care clinic**. State Health Plan Point of Service (SHPPOS and State Health Plan Select (SHPS). The following health care services under SHPPOS and SHPS shall be received from, or authorized by a primary care physician within the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with SHPPOS and SHPS administrative procedures. Higher out-of-pocket costs as described in Section 6, Subd. 1.B.2. apply to the following services if not received from, or authorized by, a primary care physician within the primary care clinic.

   a. Inpatient hospital services. One hundred percent (100%)coverage.
   b. Outpatient surgery center services. One hundred percent (100%)coverage.
   c. Home health services. One hundred percent (100%) coverage up to a maximum of five thousand ($5,000) eligible expenses per person per year.
   d. X-rays and laboratory tests. One hundred percent (100%) coverage.
   e. Preventative Care. One hundred percent (100%) coverage.
   f Physicians services. One hundred percent (100%) coverage.
   g. Durable medical equipment. Eighty percent (80%) coverage.

2. **Services not authorized by a primary care physician within the primary care clinic**. Coverage under this section (Section 6, Subd. 1.B. 2.) is only available to individuals who elect SHPPOS coverage, and then only under the terms and conditions outlined in the certificate of coverage.

   For services under Section 6, Subd. 1.B.1. which are not authorized by a primary care physician within the primary care clinic in the 1998 and 1999 insurance year:

   - there is a three hundred fifty dollar ($350) deductible per person with a maximum deductible per family per year of seven hundred dollars ($700).

- After deductible is satisfied, seventy percent (70%) coverage up to a maximum annual co-payment of:

- three thousand dollars ($3000) per person and six thousand dollars ($6000) per family.

These deductibles and co-payments are separate from the deductibles and co-payments for authorized services under Section 6, Subd. 1.B.1.

3. **Special Service Networks (applies to SHPPOS and SHPS).** The following services must be received from Special Service network providers in order to be covered.

   a. **Mental health services - inpatient and outpatient**. One hundred percent (100%) coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the certificate of coverage. Services need not be authorized by a primary care physician within the primary care clinic.

   b. **Chemical dependency services - inpatient and outpatient**. One hundred percent (100%) coverage (up to 365 days for inpatient services). No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the certificate of coverage. Services need not be authorized by a primary care physician within the primary care clinic.

   c. **Chiropractic services**. One hundred percent (100%). No coverage for services obtained from out-of-network providers. Services need not be authorized by a primary care physician within the primary care clinic. Coverage shall be provided for a minimum of twenty (20) services or twenty-one (21) calendar days, whichever is greater, per incident.

   d. **Transplant coverage**. The SHPPOS and SHPS shall provide transplant coverage, as specified in the their respective certificates of coverage. No coverage for services obtained from out-of-network providers. Referrals for eligible transplant services must be authorized by a primary care physician within the primary care clinic.

   e. **Cardiac services**. No coverage for non-emergency cardiac services obtained from out-of-network providers. Referrals for services must be authorized by a primary care physician within the primary care clinic.

   f. **Home infusion therapy**. The SHPPOS and SHPS shall provide home infusion therapy coverage as specified in the their respective certificates of coverage. No coverage for services obtained from out-of-network providers. Referrals for eligible home infusion therapy services must be authorized by a primary care

physician within the primary care clinic.

g. **Hospice benefit**. One hundred percent (100%) coverage for services obtained from in-network providers. Seventy percent (70%) coverage for services obtained from out-of-network providers under SHPPOS.

4. **Services not requiring authorization by a primary care physician within the primary care clinic**. The following services do not require authorization by a primary care physician within the primary care clinic in order to be covered.

A. Prescription Drugs.

- Insulin will be treated as a prescription drug subject to a separate co-pay for each type prescribed.

- If the subscriber chooses a brand name drug when a bio-equivalent generic drug is available, the subscriber is required to pay the standard co-payment plus the difference between the cost of the brand name drug and the generic.

1. **SHPS. Prescription Drugs:** For the 1998 and 1999 insurance years:

   - eight dollar ($8) co-payment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply.

   - all diabetic supplies, including test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty-four (34) day or one hundred (100) unit dispensing limitation..

2. **SHPPOS. Prescription Drugs.** For the 1998 and 1999 insurance years:

   - eight dollar ($8) co-payment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply, or a one hundred (100) day supply for approved maintenance drugs:

   - fourteen dollar ($14) for non-formulary drugs; one hundred percent (100%) coverage after co-payment.

   - A prescription for a non-formulary drug will be treated as formulary if the physician has written dispense as written (DAW) on the prescription.

B. Diabetic Supplies.

1. Beginning with the 1992 plan year, any diabetics not included in the "Grandfathered Diabetic Group" described in paragraph 2. below will have

diabetic supplies covered as follows:

- All diabetic supplies, other than test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty-four (34) or one hundred (100) unit dispensing limitation.

- Test tapes and syringes: an eight dollar ($8) co-payment for a thirty-four (34) day supply of each.

2. For insulin-dependent diabetics who have been continuously enrolled in the State Health Plan since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991, (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:

- Test tapes and syringes are covered at one hundred percent (100%)for the greater of a thirty-four (34) day supply or one hundred (100) units when purchased with insulin.

- All other diabetic supplies, including test tapes and syringes not dispensed with the purchase of insulin, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty-four (34) day or one hundred (100) unit dispensing limitation.

a. **Eye exams. SHPPOS and SHPS.** One hundred (100) percent coverage. (Limited to one (1) routine examination per year).

b. **Outpatient emergency and urgicenter services. SHPPOS and SHPS.** Thirty dollar ($30) co-payment per visit for outpatient emergency visits and fifteen ($15) co-payment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred percent (100%) coverage thereafter.

c. **Ambulance. SHPPOS and SHPS.** Eighty percent (80%) coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport as certified by the attending physician.)

5. **Lifetime maximum. SHPPOS and SHPS.** Coverage under the state health plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars ($2,000,000) for services under Section 6. 1.B.1., 1.B.3. and 1.B.4. combined. The lifetime maximum for services under Section 6.1.B.2. is limited to five hundred thousand dollars ($500,000). The five hundred thousand dollar ($500,000) maximum which applies under Section 6.1.B.2. is part of, and not in addition to, the two million dollar ($2,000,000) lifetime plan maximum.

C. **Coordination with workers' compensation**. When a faculty member has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the faculty member's health plan, pursuant to M.S. 176.191. Subd. 3.

D. **Health promotion and health education**. Both parties to this contract recognize the value and importance of health promotion and health education programs. Such programs can assist faculty members and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:

1. **Develop programs**. The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. The Employer will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of the Association, the Employer shall meet and confer with the Association, and may include other interested exclusive representatives. Discussion topics shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the state health plan and HMO plans.

2. **Health plan specifications**. The Employer will require health plans participating in the group insurance program to develop and implement health promotion and health education programs for faculty members and their dependents.

3. **Faculty member participation**. The Employer will assist faculty members' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to administrative procedure 21.B. Approval for this training is at the discretion of the college, and is contingent upon meeting staffing needs in the faculty member's absence and the availability of funds. Faculty members are eligible for release time, tuition reimbursement, or a pro rata combination of both. Faculty members may be reimbursed for up to one hundred percent (100%)of tuition or registration costs upon successful completion of the program. Faculty members may be granted release time, including the travel time, in lieu of reimbursement.

4. **Health Promotion Incentives**. The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for faculty members who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

E. **Healthcare Delivery Strategy**. The Joint Labor Management Committee on Health Plans shall review the performance of the managed competition strategy in promoting the goals of health care cost containment, access to care, and quality of care. The Committee shall consider other strategies for financing and delivering health care to state employees and their dependents, including the care system competition strategy implemented by the Buyer's Health

Care Action Group. The Committee shall complete its work by December 1998, so that any changes to the insurance offerings may be bargained by plan year 2000-2001.

F. **Employer Medical Contribution Formula Study**. The Joint Labor Management Committee on Health Plans shall meet and confer regarding the administrative and economic feasibility of using the primary care clinic chosen by the faculty member as the basis for the employer contribution. If the Joint Labor Management Committee is able to agree on a methodology, this may be implemented for plan year 1999.

Subd. 2. Faculty Member and Dependent Dental Coverage.

A. **Coverage Options**. Eligible faculty members may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the state dental plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this contract upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this agreement, including increases in co-payments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the state dental plan is determined by Section 6. Subd. 2.B.

B. **Coverage under the State Dental Plan**. The state dental plan will provide the following coverage:

1. **Co-payments**. Effective December 24, 1997, the state dental plan will cover allowable charges for the following services subject to the co-payments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the state dental plan network. Services provided through the state dental plan are subject to the state dental plan's managed care procedures and principles, including standards of dental necessity and appropriate practices. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/ Preventive	100%	50%
Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

* Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

2. **Deductible**. An annual deductible of one hundred dollars ($100) per person applies to state dental plan basic and special services received from out-of-network providers. The deductible must be satisfied before coverage begins.

3. **Annual Maximums**. State dental plan coverage is subject to a one thousand dollar ($1000) annual maximum in eligible expenses per person. "Annual" means per insurance year.

Subd. 3. Faculty Member Life Coverage

A. Basic Life and Accidental Death and Dismemberment Coverage. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all faculty members eligible for a full or partial employer contribution, as described in Section 3. Any premium paid by the state in excess of fifty thousand dollars ($50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty-thousand dollars ($50,000) by filing a waiver in accord with Department of Finance Procedures.

Faculty Member's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
0 - $20,000	$30,000	$30,000
$20,001-$30,000	$40,000	$40,000
$30,001-$40,000	$50,000	$50,000
$40,001-$50,000	$60,000	$60,000
$50,001-$60,000	$70,000	$70,000
Over $60,000	$75,000	$75,000

B. Extended Benefits. A faculty member who becomes totally disabled before age seventy (70) shall be eligible for the extended benefit provision of the life insurance policy until age seventy (70). Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

C. Part-time Faculty Benefits. Faculty members in the bargaining unit who are appointed for three (3) credits or more per semester shall receive $10,000 state paid life insurance while employed by the college.

Section 7. Optional Coverage. A faculty member who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the faculty member returns within one (1) year, the faculty member shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

1. For the first twenty-four (24) months of short-term and/or long-term disability coverages after such a period of leave or layoff, any such disability coverage shall exclude coverage for a certain pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

2. For the first twenty-four (24) months of optional life coverage after such a period of leave or layoff, any such optional life coverage shall exclude coverage for certain pre-existing conditions. For optional life purposes, any death which is caused by, or results from any injury or sickness which occurred, or for which medical care was received during the period of leave or layoff shall be excluded from coverage for such twenty-four (24) month period.

The limitations set forth in 1. and 2. above do not apply to Family Medical Leave Act (FMLA) leaves.

Subd. 1. Life Coverage.

A. Faculty Member. A faculty member may purchase up to $300,000 additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase up to two times the value of their annual salary or $200,000, whichever is less, in optional life coverage within sixty (60) days of hire without evidence of insurability.

B. Spouse. A faculty member may purchase up to three hundred thousand dollars ($300,000) life insurance coverage for spouse in increments established by the Employer,, subject to satisfactory evidence of insurability. A new faculty member may purchase $5,000 or $10,000 in optional spouse life coverage within sixty (60) days of hire without evidence of insurability.

C. Children/Grandchildren. A faculty member may purchase life insurance of ten thousand dollars ($10,000) for all eligible children/grandchildren (as defined in Section 2. Subd. 3. of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) days of employment. Child/grandchild coverage commences fourteen (14) days after birth.

D. Waiver of premium. In the event of a faculty member becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the faculty member has at the time of disability.

E. Paid Up Life Policy. At age sixty-five (65) or the date of retirement, a faculty member who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the faculty member's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The faculty member's post-retirement death benefit shall be effective as of the date of the faculty member's retirement or the faculty member age sixty-five (65), whichever is later.

Faculty members who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

A faculty member who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the faculty member's retirement or spouse age sixty-five (65) whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the faculty member's retirement or spouse age sixty-five (65), whichever is later. The faculty member must continue the full amount of optional spouse life insurance to the date of the faculty member's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

Each policy remains separate and distinct, and amounts may not be combined for the purpose of increasing the amount of a single policy.

Subd. 2. Disability Coverage.

A. Short-term disability coverage. A faculty member may purchase short-term disability coverage that provides benefits from three hundred dollars ($300) to three thousand dollars ($3,000) per month, up to two-thirds of a faculty member's salary, for up to 180 days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. Coverage applied for within sixty (60) calendar days of hire or becoming insurance eligible does not require evidence of insurability.

B. Long-term Disability. New faculty members may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for faculty members who wish to add/increase during the annual open enrollment. During open enrollment only, a faculty member may purchase long-term disability coverage that provides benefits of from two hundred dollars ($200) to two thousand dollars ($2,000) per month, based on the faculty member's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Faculty members should be aware that other wage replacement benefits, as described in the certificate of coverage, (i.e. Social Security Disability, Minnesota State Teacher's Retirement Disability, etc.) may result in a reduction of the monthly benefit levels purchased. When an eligible faculty member has elected to take the state's long term disability coverage, the state shall contribute one half (½) toward the premium or $5.90 bi-weekly, whichever is less.

C. Accidental Death and Dismemberment Coverage. A faculty member may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from $5,000 to $100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A faculty member may also purchase from five thousand dollars to twenty-five thousand dollars ($5,000 to $25,000) in coverage for spouse, but not in excess of the amount carried by the faculty member.

Section 8. Group Premium for Early Retirement. Faculty members who retire from state service prior to age sixty-five (65) with ten (10) years of credited pension service, and who are entitled at the time of retirement to receive an annuity under a state retirement program shall be eligible to continue to participate, at the faculty member's expense, in the group hospital, medical and dental benefits as set forth in M.S. 43A.27, Subd. 3. at the state group premium rates.

ARTICLE 18
APPOINTMENTS AND ASSIGNED FIELDS

Section 1. Appointments. All appointments shall be made by the Employer via a letter of appointment which includes the type of appointment, the length of appointment (if not an unlimited full-time position), the faculty member's address, social security number, and the wages. The Employer shall provide the Association with a copy of this letter of appointment. In the case of temporary part-time faculty, a letter of appointment will be used which includes information regarding the managerial right to cancel some or all of the temporary appointment in order to fulfill the contractual obligations to unlimited full-time and unlimited part-time faculty. The following types of appointments may be made:

Subd. 1. Probationary. A faculty member must complete two (2) years of probationary status before becoming an unlimited faculty member. A probationary appointment is an appointment other than unlimited or temporary. Such an appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary faculty member who successfully completes the probationary appointment shall become an unlimited faculty member. Probationary faculty members who are non-renewed shall be notified of the non-renewal by certified mail no later than one (1) month prior to the end of the fourth (4^{th}) probationary semester. No faculty member shall serve more than one (1) probationary period in the same bargaining unit in the Minnesota community colleges/MnSCU.

There shall be no employment rights for layoff or recall for probationary faculty members. Probationary faculty are subject to termination without recourse to the grievance procedures, outlined in Article 24.

Subd. 2. Provisional Unlimited Status. Faculty members hired after July 1, 1987 who do not meet minimum qualifications and who have satisfactorily completed probation shall be granted provisional unlimited status. Provisional unlimited status shall not exceed two (2) years. The faculty member shall become unlimited full-time immediately upon satisfactory attainment of the minimum qualifications. Failure to meet minimum qualifications at the end of two (2) years shall constitute just cause for immediate dismissal.

Subd. 3. Unlimited Full-Time. An unlimited full-time faculty member is defined as a faculty member with a full-time assignment for an academic year which carries the assumption that such employment will continue on a full-time basis in subsequent years. To qualify for an unlimited full-time position, the faculty member must meet minimum qualifications and successfully complete probationary status.

Any references in this Contract to unlimited faculty members shall include only probationary, unlimited full-time, and unlimited part-time faculty who had achieved unlimited part-time status prior to July 1, 1987, unless specifically noted otherwise.

Subd. 4. Unlimited Part-Time. If it is to the mutual advantage of the faculty member and the college president, a temporary part-time faculty member may be granted unlimited part-time status. The faculty member must have been employed continuously for four (4) years between fifty percent (50%) and eighty percent (80 %) of a full load, and must meet minimum qualifications for the assigned field of a majority of assignments. S/he shall receive that assigned field at the time of unlimited part-time appointment.

The minimum percentage guaranteed in the unlimited part-time assignment shall be mutually agreed by the faculty member and college president at the time of initial unlimited part-time appointment, subject to the eighty percent (80%) limit in the definition of unlimited part-time status. The minimum guarantee shall be stated in credits. Activity credits may be considered in the determination of the minimum percentage guaranteed, but shall not constitute an assigned field. Unlimited part-time status will not be granted below the fifty percent (50%) guarantee level after fall of 1993.

Assignments above the minimum guarantee may be made. Unlimited part-time faculty who hold the status as of fall of 1993 and whose minimum guarantee is fifty percent (50%) or greater will be offered up to eighty percent (80%) when assignments are available. The assignments offered shall be in their assigned field(s) and in courses outside of their assigned field(s) that the individual has taught previously. The level of minimum guaranteed assignments may be reviewed for possible increase at the request of either party. The review shall include the assignments held over the previous four (4) years. Assignments made that are replacement for other faculty or soft money will be subtracted in the review. Such assignments shall be identified by the administration at the time the assignment is made. The faculty member's guarantee shall not be reduced because of an assignment to replace other faculty. In the event the administration projects a need for possible layoff, an unlimited part-time faculty member may mutually agree to a reduction in the level of guaranteed employment in lieu of a layoff notice, but not less than thirty-six percent (36%).

An unlimited part-time faculty member holding appointments at more than one community college campus who has conflicting work schedules must select which college's assignment

s/he will meet and must resign appointment from the other college if alternative arrangements which are acceptable to the administration can not be implemented. Unlimited part-time faculty members, except for being on unlimited status, shall accrue benefits like other part-time faculty members. Fringe benefits will be based on the minimum guaranteed appointment and will be annualized. Unlimited part-time faculty who decline assignments as part of the minimum guaranteed percentage appointment or who refuse unlimited full-time positions which are offered at their college shall lose their unlimited part-time status. An unlimited part-time faculty member shall be considered to have completed the probationary requirement and shall not have to serve a new probationary period if the faculty member becomes unlimited full-time.

Upon mutual agreement between the Association and the system office, current unlimited part-time faculty may be granted an unlimited full-time position at their college which includes their current part-time assignment.

Unlimited part-time faculty whose actual hard money non replacement assignment exceeds eighty percent (80%) for two (2) consecutive academic years shall be converted to unlimited full-time status at their college which includes their current part-time assignment if there are no eligible unlimited full-time faculty on layoff who claim the position. Assignments made that are replacement for other faculty or soft money will be identified by the administration at the time the assignment is made.

Subd. 5. Unlimited Special. If it is to the mutual advantage of the faculty member and the college, an unlimited full-time faculty member's load may be reduced to a load between fifty percent (50%) and eighty percent (80%) of a full-time load for a semester, two (2 semesters or one (1) or more academic years. For purposes of this provision, a full-time load shall be defined as one (1) semester equals fifteen (15) credits and one (1) year equals thirty (30) credits. Such reduction must have the agreement of the faculty member and the college president. Written notification of the agreement must be submitted to the chancellor's designee and the Association. The agreement relative to the reduction and the conditions under which the faculty member may or must return to full-time status shall be stated in writing at the time of the agreed reduction. Such unlimited special faculty member shall have each year of service count as a full year for purposes of seniority, step movement, and sabbatical leave. Other fringe benefits shall accrue to such faculty member in accordance with the contract provisions in effect at the time. A work assignment load reduction under this provision shall not be construed as a leave of absence under Article 13.

Subd 6. Temporary Full-Time. A temporary full-time faculty member is defined as a faculty member with a full-time assignment for an academic year. Such employment terminates at the end of the stated appointment period.

When a faculty member who has held a temporary full-time appointment for two (2) full

academic years is rehired to an unlimited full-time position in the same assigned field, the faculty member shall receive an unlimited full-time appointment rather than a probationary appointment. If a faculty member who holds a temporary full-time appointment for six (6) years or more requests unlimited status, s/he shall be granted such status if agreed to by the college president.

Subd. 7. Temporary Part-Time. A temporary part-time faculty member is defined as a faculty member with a part-time assignment for extra weeks, a semester or a summer session. Such employment terminates at the end of the stated appointment period. Assignments made that are replacement for other faculty or soft money shall be identified by the administration at the time the assignment is made.

Subd. 8. Hiring Practices. The Employer shall fill a minimum seventy percent (70%) of the system FTE allocation with unlimited full-time faculty. No college shall fill less than sixty percent (60%) of its allocation with unlimited full-time faculty. Centers will be counted as colleges in the college percentage calculation.

The basis for calculating the percentage that unlimited full-time faculty positions are of faculty allocations will be:

- The faculty allocation for the system and to the colleges, excluding "special needs," financial aid unclassified employees and community education as established according to Minnesota State Board for Community Colleges Policy V.01.03 Allocations and Spending Plans as it existed in the July, 1991, document.

- The unlimited full-time faculty roster as of mid-January. The roster includes all instructors, counselors and librarians with the exception of new unlimited part-time faculty after July 1, 1987.

No later than January 20 of each year, the system office and the Association shall jointly produce an analysis of the unlimited full-time positions on the roster compared to the FTE allocated in that fiscal year. The analysis will examine each campus as well as the entire system.

The posting for the unlimited full-time positions shall occur no later than March 31, to allow for filling at the start of the next academic year.

Colleges with a higher percentage of unlimited full-time faculty than the seventy percent (70%) referenced above may not use the percentage of full-time faculty as a reason to issue layoff notices.

When special circumstances exist and agreement is reached between the Association and the chancellor, terms of this subdivision may be waived.

Section 2. Assigned Fields.

Subd. 1. Establishing Assigned Fields. The original assigned field of instructors, or counselors, or librarians shall be the field for which the faculty member was hired as approved by the chancellor's designee. This assigned field must correspond to the majority of the assignments held. Upon initial hiring a written notice of the assigned field shall be sent to the faculty member and a written notice of any change in assigned field shall be sent to the faculty member. A student activity assignment shall not be considered an assigned field. An additional assigned field(s) may be added, by the chancellor's designee, under the following provisions:

1. Initial Hire. As part of the original assigned field when the assignment is verified by the college to include at least six (6) credits per semester for two (2) semesters within the first two (2) academic years, the college president verifies that the assignment will continue, and the faculty member meets the minimum qualifications for the assigned field.

2. Subsequent to Unlimited Status. As an additional assigned field when an unlimited full-time or unlimited part-time faculty member has completed at least six (6) credits per semester in the requested assigned field, for three (3) semesters within three (3) consecutive academic years, the college president verifies that the assignment will continue, and the faculty member meets minimum qualifications for the assigned field.

3. A faculty member shall not be granted an initial or subsequent assigned field at a college if another faculty member is on notice of layoff or on layoff in that assigned field at the college.

Subd. 2. Joint Committee on Assigned Fields and Designated Assignments. A joint committee composed of three (3) faculty members appointed by the Association and three (3) administrators appointed by the chancellor shall continue to make recommendations on assigned fields, designated assignments and minimum qualifications to the chancellor. When the Joint Committee, the chancellor and Board have reached agreement on assigned field/minimum qualification changes, the Employer will maintain the current qualifications and provide a copy to the Association. The listing and the minimum qualifications are provided, for informational purposes only, in Appendix C of this contract.

ARTICLE 19
SENIORITY, LAYOFF AND FACULTY MOBILITY

Section 1. Seniority Defined. Seniority of a faculty member shall be determined by figuring the total FTE length of continuous probationary and unlimited full-time or unlimited part-time service in the faculty member's designated assignment/assigned field(s) since the faculty member's starting date in the designated assignment/assigned field. The starting date of a faculty member's seniority shall be the beginning of the term when a faculty member started probationary/unlimited full-time or unlimited part-time service. Seniority shall accrue in each assigned field held by the faculty member.

Subd. 1. Calculation Of Temporary Service. When temporary faculty members become probationary or unlimited full-time or unlimited part-time faculty members, their seniority shall be calculated by including their service prior to the change in status in the following manner:

A. For faculty members who have been employed continuously (at least one (1) semester per academic year), their seniority shall include their total accumulated temporary service on a pro rata (FTE) basis at the college.

B. For faculty members who have not been employed continuously, their seniority shall include their total accumulated service after July 1, 1974, on a pro rata (FTE) basis at the college.

Subd. 2. Unlimited Part-Time Seniority Roster. All faculty members granted unlimited part-time status after July 1, 1987, shall have their seniority status maintained on a separate roster from unlimited full-time faculty.

Subd. 3. Posting and Recalculation. The seniority roster shall be posted by November 1 of each academic year. Faculty members may request seniority recalculations within thirty (30) calendar days after distribution of the seniority roster.

Subd. 4. Tie Breakers. For purposes of seniority, all Minnesota community colleges shall be considered to have the same starting date for comparable semesters. A tie may occur whenever two (2) or more faculty members are hired at the same time in the same assigned field(s). When faculty members return from an unpaid leave of absence that does not merit the accrual of seniority, or when faculty members are hired with previous temporary service, seniority is altered. This may break a tie or create a tie. Where two (2) or more faculty members have the same seniority, their relative position shall be determined by using the following criteria in the order listed:

1. The faculty member with the greater total employment in the Minnesota community colleges, including temporary employment, shall have the greater seniority.

2. The faculty member with the higher number of graduate credits in the assigned field shall have the greater seniority.

3. If after consideration of 1. and 2. a tie still exists, the tie shall be broken by lot.

In relation to seniority in an assigned field at one (1) campus, ties in seniority shall be broken at the time of employment. In relation to two (2) or more faculty members claiming a vacant position, ties in seniority shall be broken at the time of claiming.

Seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, or failure to return from a layoff. An unlimited full-time or unlimited part-time faculty member who is placed in a temporary part-time status shall not be considered to have had a break in service during the period of temporary part-time status.

Subd. 5. Seniority in New Assigned Fields and Colleges. If subsequent to a faculty member's start of unlimited service in the faculty member's initial assigned field, another assigned field is/was approved for such faculty member, the seniority in this assigned field shall start at the beginning of the semester when such assigned field was approved.

Once an assigned field is approved and established for a faculty member, the faculty member continues to accumulate seniority in that field for as long as the faculty member remains as an unlimited faculty member in the system, except when a faculty member accepts or transfers to a position at another college. A faculty member on layoff who claims a vacancy at another college in a new assigned field shall retain system seniority in original assigned field(s). S/he shall begin accruing seniority in the new assigned field starting from the beginning of the semester in which s/he claims. A faculty member on layoff who claims a vacancy at another college in an assigned field that the faculty member already holds shall retain system seniority and shall establish college seniority at the new college equal to the seniority held at the previous college.

A faculty member who has not been notified of layoff but who accepts a position in another college shall retain system wide seniority for purposes of claiming positions in the future, salary schedule placement, and sabbaticals. Such faculty member's seniority at the new college shall be limited to the length of service in the faculty member's assigned field(s) at the new college.

If a faculty member has more than one (1) assigned field, and original assigned field is deleted from the MNSCU board policy by the MNSCU Board of Trustees, then the faculty member will be granted seniority in the second assigned field retroactive to original seniority date.

Section 2. Layoffs. Layoffs of unlimited faculty members may occur only when necessary for bona fide, good and sufficient reasons.

Subd. 1. Order. Layoffs shall be based on inverse seniority within the assigned field/designated assignment and a faculty member shall not be laid off if a less senior faculty member in the college holds a position for which the first faculty member has greater seniority.

Probationary faculty members in the assigned field shall be terminated before any unlimited faculty member is laid off.

Unlimited part-time faculty shall be laid off based on inverse seniority within the "assigned field/designated assignment" prior to any unlimited full-time faculty member.

Subd. 2. Reasons. If a layoff is contemplated by the administration the faculty member on the unlimited full-time seniority roster who is to be laid off shall be notified of the impending layoff no later than the twentieth (20^{th}) class day of fall semester to be effective on the last day of the next spring semester. The administration shall provide both the Association and the faculty member affected a written summary of the circumstances giving cause to the layoff and of the alternatives to layoff which have been considered. If layoffs are to occur, the administration shall meet and confer with the Association to discuss the layoffs. Such meet and confer shall be scheduled prior to the thirtieth (30^{th}) class day of fall semester.

Subd. 3. Meet and Confer for UPT. Unlimited part-time faculty members shall be notified in writing of impending layoff by the thirtieth (30^{th}) calendar day of the semester to be effective at the end of the subsequent semester and is subject to the meet and confer language contained in Article 6.

Subd. 4. Retraining. Any unlimited full-time faculty member who is notified of intent to layoff by the Employer shall be granted the equivalent of twenty-one (21) semester credits for full paid reassignment time for the purpose of retraining to be completed during spring semester, the summer following notice of layoff, or any combination thereof as scheduled by the faculty member and approved by the Employer. The faculty member shall submit a retraining plan to the administration. Prior to scheduling retraining activities, the faculty member shall consult with the administration to resolve any scheduling conflicts. If the plan includes credit course work the faculty member shall provide the administration with a copy of the fee statement. During the quarters of reassignment for retraining the faculty member is subject to assignment at the college to the percentage that the enrolled credits are fewer than nine (9) credits.

The faculty member on summer reassignment for retraining shall be compensated for no more than six (6) semester credits at the pro rata salary schedule for summer session

assignments pursuant to Article 11, Section 6. This compensation is overload pay and may cause the faculty member to exceed the twenty percent (20%) limitation contained in Article 11, Section 11 of this contract.

During the layoff notification period, as well as through the three (3) year claiming period, a laid off unlimited full-time faculty member shall be provided with twenty-four (24) graduate semester credits of full tuition support at any MnSCU institution (faculty member only). Regardless of the number of credits of tuition support utilized, the tuition support shall end at the beginning of the semester in which the faculty member begins work in a claimed unlimited full-time position.

Subd. 5. Equalization of Budget Cuts. In the case of a substantial reduction in funds available to the Board for community colleges, every effort shall be made to equalize the effect of the reduction on all staff at the community colleges.

Subd. 6. Temporary Part-Time. No layoffs shall be made if the college continues to employ part-time faculty members who are providing bargaining unit work in the faculty member's assigned field(s).

Subd. 7. Claiming Period. For a period of three (3) years a laid off unlimited full-time faculty member may claim any bargaining unit vacancy in any of the Minnesota community colleges for which s/he meets the minimum qualifications for the assigned field of the vacancy. For a period of two (2) years a laid off unlimited part-time faculty member may claim any part-time assignment at the college from which s/he is laid off and for which s/he meets the minimum qualifications for the assigned field of the vacancy. If more than one (1) laid off faculty member claims a particular vacancy, the most senior shall receive the job.

Subd. 8. Notice of Vacancies. The chancellor's designee shall notify all unlimited full-time faculty members of all full-time vacancies within the system as soon as positions are open. The laid off faculty member who wishes to claim a vacancy must so notify the chancellor's designee within the posting period. Once a faculty member on layoff has claimed and been awarded a vacancy within the system, the claimed position may not be withdrawn.

Subd. 9. Notification to Chancellor. The laid off unlimited full-time faculty member shall file with the chancellor's designee, no later than the effective date of layoff, a statement defining the locations and minimum percentage part-time position, within the Minnesota community colleges, that would be accepted. Those laid off faculty members who have filed such statements shall be notified of all acceptable part-time vacancies for which they are qualified. The faculty member may reject any part-time offer with no

penalty. If the faculty member claims the part-time position, the faculty member shall not forfeit any unlimited faculty member rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid off faculty members.

Subd. 10. Reinstatement of Position. If a faculty member has claimed a position within the community college system as provided for in this section, and the faculty member's original position is reinstated, said faculty member shall have the first right to reclaim such position.

Subd. 11. Consultation. The Minnesota State Colleges and Universities shall provide, upon request, consultation on retraining and transfer for faculty members who have received layoff notices.

Subd. 12. Multiple Assigned Fields. A faculty member who has more than one (1) assigned field may be by-passed for the purpose of layoff, when s/he has adequate seniority in another assigned field(s) and sufficient work load is available in such field(s) to retain full-time employment. When this occurs, the faculty member may not be assigned to teach in the assigned field where the layoff occurred until such time that the laid off faculty member has claimed another full-time unlimited position, had layoff rescinded, resigned, or had three (3) year claiming rights expire, whichever comes first. When the more senior faculty member has provided notification of intent to claim part-time vacancies pursuant to Subd. 9. above, s/he shall be offered all available assignments for which s/he is qualified prior to the assignment of the less senior faculty member who was by-passed. If the more senior laid off faculty member rejects an offer to claim such assignments, the by-passed faculty member may be reassigned in that field(s). The by-passed faculty member shall not be eligible for re-training as provided in Subd. 4. above. In the event it is later determined by the administration that a layoff is needed in the by-passed faculty member's other assigned fields(s) and that faculty member is given the layoff notice, any grievance appeal of such layoff shall be limited to the current circumstances in that assigned field.

Subd. 13. Claiming Vacant Positions. Faculty members wishing to claim or reserve a vacant position must notify the chancellor or designee of their intent to do so in writing within thirty (30) days of the posting. In order to claim vacant positions, faculty members must either hold the assigned field of the vacancy or meet the minimum qualifications for the assigned field (see Appendix C) of the vacancy or enter into an agreement with the Employer on an approved retraining plan. This plan must be designed to meet minimum qualifications for a posted vacancy. For the purpose of this section, minimum qualification are those contained in the policy for assigned fields and minimum qualifications on July 1, 1995. Reservations may be made at any time during the notice period or during the three (3) year claiming period.

Faculty members are limited to reserving a single position. If there are multiple

reservations made for a single position, the faculty member with the greatest community college system seniority shall be awarded the reservation. A faculty member whose reservation is nullified by a more senior claimant retains the right to reserve a different position. The reservation is null and void if the retraining plan is not successfully completed within one (1) year.

Faculty members may not claim activity assignments. At the discretion of the administration, faculty members can be reassigned or laid off from activity assignments without cancellation of the assignment. A student activity assignment shall not be considered an assigned field/designated assignment.

1. Notification. The chancellor or designee shall distribute vacancy notices to the colleges for posting on the official bulletin board simultaneous with any external advertisements or postings. Copies shall also be sent to local faculty association chapter presidents and association president or designee. No unlimited full-time position shall be filled until at least fourteen (14) calendar days have elapsed after posting at the college, unless the chancellor and the association president have mutually agreed to an exception.

2. Claiming Full-time Vacancies. Current faculty members may claim vacant unlimited full-time or temporary full-time positions for which they are qualified in the following order:

   a. Unlimited full-time faculty members who have been notified of layoff and hold the assigned field or meet minimum qualifications.

   b. Unlimited full-time faculty members in the order of seniority who are employed in an assigned field at a college in which a faculty member is on notice of layoff.

   c. Unlimited full-time faculty members who have been notified of layoff or are laid off and within the claiming period indicated in Subd. 7. and who reserve the position by declaring such and by preparing an approved/amended retraining plan to meet minimum qualifications for the position. The plan must be approved by the president or designee of the college offering the vacancy. Under this provision, then, faculty may reserve a position while they retrain to obtain minimum qualifications. The Employer may fill the vacancy on a temporary basis until the beginning of the semester immediately following the completion of the retraining plan.

3. Claiming Part-time Work. Current faculty members who are on layoff may claim part-time assignments for which they are qualified in the following order:

a. Unlimited full-time faculty members who have been notified of layoff.

b. Unlimited full-time faculty members in the order of seniority who are employed in an assigned field at a college in which a faculty member is on notice of layoff.

c. Unlimited part-time faculty members who have received notice of layoff may claim vacant part-time assignments for which they meet minimum qualifications, at the college from which they are laid off, in seniority order.

Section 3. Faculty Mobility.

Subd. 1. Applying for Vacant Position. An unlimited full-time or unlimited part-time faculty member who has not received a layoff notice and does not qualify to claim a vacancy under Section 2., Subd. 7. and who is an applicant to fill an unlimited full-time vacancy shall be invited for an interview and shall be considered for filling the vacancy, if s/he meets the minimum qualifications for the assigned field of the vacancy. Unlimited faculty who apply for vacant positions shall do so by letter to the chancellor's designee and college human resources designee within the posting period. The chancellor's designee shall notify the college where the vacancy is posted of those unlimited faculty who must be provided with an interview. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

Subd. 2. Exchange Status. An exchange status of up to two (2) years shall be granted to a faculty member, upon application by the faculty member and approval by college presidents, for the purpose of participating in an exchange program. This status may be granted to faculty members who have arranged to exchange positions within the Minnesota community colleges and to a faculty member who has arranged to exchange positions with a faculty member in a system other than the Minnesota community colleges.

The Employer shall continue its exchange faculty member under the system's salary schedule and all rights and privileges of that faculty member shall continue in effect during the exchange period.

Faculty members who exchange positions between community colleges shall be carried on the payroll of the original college, and the allocation of funds to support the positions shall be made to the original college.

Subd. 3 Faculty Transfer. When the administration decides to post a temporary full-time position, an unlimited full-time faculty member may apply for a temporary transfer to such position. Unlimited full-time faculty members who desire to transfer to a posted temporary full-time vacancy shall do so in writing to the chancellor's designee with a copy to the human resources designee at the college of the posted vacancy, within the timelines of the

posting. The faculty member must hold the assigned field of the posted vacancy with a masters degree in the assigned field of the vacancy and have been employed by the community colleges for at least four (4) years. Thereafter, the faculty member must have continuously served the equivalent of six (6) or more academic years in the community colleges without having exercised this option, before applying for another temporary transfer.

All eligible unlimited full-time faculty members who apply for such a temporary transfer shall be considered for the vacancy. The eligible faculty member with the greatest system seniority shall be granted the temporary transfer unless the administration can provide specific valid reasons to prevent the transfer. Other candidates will only be considered for the posted vacancy if no eligible, unlimited full-time candidate applies. Upon termination of the temporary position, the faculty member shall be returned to previous position. The faculty member shall retain and accrue seniority at the college from which the temporary transfer took place.

ARTICLE 20
MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

Section 1. Teaching Materials. All teaching materials to be purchased by students shall be selected by the faculty member. However, teaching materials authored by a faculty member of the state's education systems including the University of Minnesota may be used as a required course material only upon receipt of written approval from the dean to whom the faculty member, making such requests, reports. This requirement applies only to materials that would result in a profit for the faculty member.

Section 2. Citizenship. Faculty members shall be entitled to full rights of citizenship and no outside religious or political activities of any faculty member or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

Section 3. Academic Freedom. The Employer shall maintain and encourage full freedom, within the law, of inquiry, teaching and research. Each faculty member shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment which would impair teaching.

In the exercise of academic freedom, the faculty member may, without limitation, discuss own subject in the classroom. The faculty member may not, however, claim as right the privilege of persistently discussing in the classroom any matter which has no relation to the course subject.

There is an obligation to respect the dignity of others, to acknowledge their right to express differing opinions and to foster and defend intellectual honesty, freedom of inquiry and instruction.

A faculty member must follow course outlines as developed by and with colleagues in the department(s). The faculty member shall have the right to freely discuss the faculty member's subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish. The faculty member is entitled to freedom in research and in the publication of the results, subject to adequate performance of other academic duties.

When a faculty member speaks, writes or endorses products or candidates as a citizen, s/he is obligated to make certain that such endorsements or statements imply no endorsement by the college.

Section 4. Patents and Intellectual Property Rights.

Subd. 1. Faculty Ownership. A faculty member shall be entitled to complete ownership and control of any patentable discoveries or inventions, or of intellectual property and copyrighted material, except where the faculty member's normal workload was reduced for purposes of the development project, where the college has provided substantial support for or involvement in the project, or where the inventions or discoveries are produced as a result of agreements or contracts between the college and external sponsors.

Subd. 2. Shared Ownership. Ownership of intellectual property, or copyrighted material, or of patentable discoveries or inventions, shall be shared by the faculty member and the college in an equitable ratio if the intellectual property, or the discoveries or invention, are produced under one (1) or more of the following circumstances:

1. With substantial college support and involvement;

2. With release time granted with the expectation that patentable information or products will result;

3. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.

Whenever possible, an equitable ratio of ownership shall be established in advance and incorporated into an agreement between the college and the faculty member. Fees involved in copyright and patent application shall be shared on the basis of the equitable ratio of ownership established above.

Subd. 3. Faculty Logs. A faculty member engaged in research which may lead to

patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain a log which includes dates and hours worked on the project, activities engaged in, and college facilities and resources involved.

Section 5. Faculty Member Work Rules. Each faculty member shall be given a copy of the Employer work rules and regulations. Each rule or regulation shall include its effective date, cite its origin, and be presented in a uniform format and numbering system as prescribed by the chancellor. Such format and numbering system shall include only rules and regulations affecting terms and conditions of employment. Each new or changed rule or regulation shall be distributed to faculty members upon adoption, with a notation as to the rule or regulation it replaces or changes. Faculty members shall not be held accountable for such rules and regulations until distribution to the faculty members has been made.

Section 6. Confidentiality. Faculty members will not be required to disclose confidential information obtained by them regarding students.

Section 7. Check Distribution. Faculty member's may elect to have their paycheck electronically deposited to their banking institution or shall have their paychecks directly mailed to their home address.

Faculty members who decline to elect direct electronic deposit, must complete a waiver form provided by the Employer.

Section 8. Personnel Actions. The parties mutually agree to respect the confidentiality of personnel actions involving faculty members, except to the extent that federal or state law requires disclosure of personnel data.

Section 9. Paraprofessional Supervision. When paraprofessionals in instructional, media, and student service programs are under supervision of a faculty member, the responsibilities of the paraprofessional will be assigned by the faculty member. When the faculty member is not on duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the faculty member reports. Faculty members shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them. Faculty input for the evaluation of paraprofessionals under their supervision shall be advisory to the administration.

ARTICLE 21
MISCELLANEOUS PROVISIONS

Section 1. College Closing. If a college closes because the Governor declares an emergency or

the college president or designee declares an emergency pursuant to MnSCU policy, faculty members will not be required to make up the time lost during such closing, and such faculty members shall not lose salary or benefits as a result of such closing.

If college classes are canceled because the college president or designee declares an emergency pursuant to MnSCU policy, faculty members may make appropriate curricular adjustments as approved by administration (e.g. scheduling make up classes or meetings), or make duty adjustments as approved by management (e.g. office hours or other compensatory activities), or take personal leave. When the personal leave option is selected, the faculty member will submit the proper leave request as soon as possible.

Section 2. Classes at Other Institutions. Insofar as practicable, faculty member's schedules are to be arranged whenever requested to allow faculty members to attend classes at other institutions of higher education up to six (6) credits per semester.

Section 3. Tuition Waiver at Minnesota Community Colleges.

Subd. 1. General Provisions. Faculty members holding temporary full-time, temporary part-time of seventy-five percent (75%) or more over an academic year, unlimited full-time, and unlimited part-time appointments shall be entitled to enrollment on a space available basis in courses at any Minnesota community college without payment of tuition. For faculty members hired on or before June 30, 1996, such enrollment shall not exceed twelve (12) credits per academic semester or summer session, nor a total of twenty-four (24) credits per year. For faculty members hired on or after July 1, 1996 such enrollment shall not exceed eight (8) credits per academic semester or summer session, nor a total of sixteen (16) credits per year. In the event the faculty member does not exercise this right, the faculty member's spouse or dependents shall be eligible to take credits within the limits above, with waiver of tuition only. "Space available" shall be interpreted to allow the faculty member, spouse, or dependent to register for classes through the normal registration process. However, individuals enrolled in a class under this provision shall not be included in the class tally count used in determining maximum class size.

Subd. 2. Specific Applications. The following interpretation and application of tuition waiver shall apply:

A. More than Allowed Credits. When an eligible faculty member, spouse or dependent registers for more than the allowed credits, a full twelve (12) or eight (8) (whichever is applicable) credits of tuition shall be waived.

B. Spouses. Two (2) eligible faculty members who are spouses of each other shall have twenty-four (24) credits of tuition waiver per semester (forty-eight (48) per year) that they can apply, however they decide between themselves and/or their dependents. For

faculty hired on or after July 1, 1996 two (2) eligible faculty members who are spouses of each other shall have sixteen (16) credits of tuition waiver per semester (thirty-two (32) per year) that they can apply, however they decide between themselves and/or their dependents.

C. Dependents. Dependents shall be defined as a child (biological, adopted, step-child, or legal ward) of up to twenty-five (25) years of age. Proof of financial dependency is not required.

D. Fixed Station Labs. An eligible faculty member, spouse or dependent may register for a fixed station lab and cannot be "bumped out." However, the eligible faculty member, spouse or dependent is not guaranteed a station if the maximum number of lab stations are taken by tuition paying students. A faculty member, spouse or dependent shall be allowed to use the lab at other scheduled open times the same as other students, or other arrangements may be made with the instructor.

E. Drop/Add. An eligible faculty member, spouse and/or dependent in a fixed station lab course or any other course for which tuition is being waived may drop such lab or course within the normal time limits of the drop/add policy of the college and transfer the appropriate tuition waiver credits to another course(s) or lab(s), in accordance with the other provisions of this article.

F. Community Service Classes. Community service classes shall not be eligible for tuition waiver under this contract provision.

G. Split Usage. The tuition waiver benefits may be split between an eligible faculty member, spouse and/or dependent in one (1) semester or a year as the faculty member chooses.

Section 4. Attendance at Community College Functions. Faculty member attendance at all community college functions and activities shall be voluntary unless part of the faculty member's load.

Section 5. Liability. The Employer does not accept liability for faculty members' personal property which is stored or utilized on college property.

Section 6. Assignment of Unit Work to Excluded Unclassified Staff Members. Excluded unclassified staff members may be given assignments of the type that are normally given to faculty members. However, when this is done, the instructor, counselor, or librarian assignments shall not exceed thirty-five percent (35%) of the assignment. In the event of special circumstances an exception may be approved by the chancellor and the Association. No unlimited faculty member shall be displaced because of instructor, counselor, or librarian

assignments to excluded unclassified staff members. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit. (except as specified in Article 10, Section 5., Department and Department Coordinators, Section 6., Occupational Program Coordinators and Section 8., Subd. A., Athletic Coordinators.)

Section 7. Change In Bargaining Unit Status. The Employer reserves the right to offer to members of the bargaining unit, positions excluded from the bargaining unit. No faculty member shall be required to accept such a position.

Faculty members returning from non-bargaining unit positions to positions covered in the bargaining unit shall have their seniority restored to the level earned at the time they left the unit. Other rights and benefits shall be restored as though they had continued in the bargaining unit during the time they held the non-bargaining unit position.

Section 8. Physical Examinations. Physical examinations required by the Employer shall be paid for by the Employer.

Section 9. Protection of Bargaining Process. Instructors, counselors, and librarians who are not included in the bargaining unit will not receive any term or condition of employment that is more advantageous than those contained in this contract.

Section 10. Facilities and Equipment. The Employer will make reasonable effort to provide each faculty member with sufficient equipment, facilities, support services, and secretarial services necessary for the faculty member to perform her/his assignment.

ARTICLE 22
DISCIPLINARY PROCEDURES

Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or measure shall include only the following:

1. Written reprimand
2. Suspension
3. Dismissal

A faculty member who is to be disciplined has the right to request and have the association president or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

Section 1. Written Reprimand. If a written reprimand is given to a faculty member it shall be

done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public. The faculty member shall be given the opportunity to respond to any written reprimand and the response shall be entered into the faculty member's personnel record along with the reprimand. The faculty member shall be given a copy of any entry in the faculty member's personnel file and shall be permitted to insert a response thereto. Only such material as is entered in the faculty member's personnel file shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the grievance procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the faculty member's personnel file. Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or the association representative and/or legal counsel.

Section 2. Suspension. A faculty member may be suspended for up to fifteen (15) work days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An unlimited faculty member may be dismissed for just cause by the college president upon ten (10) calendar days advance written notice. The reason for dismissal must be stated in the notice to the faculty member.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the grievance procedure. A faculty member dismissed for cause may initiate the grievance at Step 2. If a faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article 24, such faculty member is considered to have waived the right to appeal as provided in this contract.

Section 5. Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the faculty member and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all witnesses. The Employer assumes the burden of substantiating the charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

ARTICLE 23
PERSONNEL FILES

Each college shall maintain at the college one (1) official personnel file for each faculty member. Such file shall contain personnel transactions, official correspondence with the faculty member, disciplinary actions, and other data relevant to the faculty member's performance of duties. Unsigned letters, unsigned statements, or unsigned evaluations shall not be placed in this file. Access to data in the personnel file shall be granted only in accordance with the Minnesota Data

Practices Act (M.S. Chapter 13). With respect to private data, access shall be provided to other persons after presentation to the college of written authorization from the faculty member.

A faculty member shall have the right to place such material in personnel file which s/he determines has a bearing on the faculty member's performance of duties. Upon request of the faculty member, the college shall provide two (2) copies of the contents of the personnel file. Additional copies shall be provided at the cost of the faculty member.

Annually, any material which a faculty member requests be removed from file shall, with the approval of the president, be removed. A faculty member shall upon request, have the following data removed from file:

1. written reprimands after three (3) years provided that no further discipline has been taken against the faculty member during the interim;

2. written records of suspension of ten (10) days or less after five (5) years provided that no further discipline has been taken against the faculty member in the interim.

ARTICLE 24
GRIEVANCE PROCEDURE

Section 1. Complaints. A complaint is an informal claim by a faculty member, or group of faculty members in the bargaining unit or by the local association of alleged improper, unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance, if not mutually resolved and if the complaint falls within the definition of a grievance. Complaints shall be processed only through the informal procedure for handling complaints as herein set forth.

Section 2. Informal Procedure for Handling Complaints. Any faculty member in the bargaining unit either with or without the association grievance representative on the campus may informally discuss a complaint on behalf of him/her self or other faculty members with the appropriate college administrator. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of (similar) complaints or grievances. No complaint can become a grievance until it has gone through the informal procedure for handling complaints.

Section 3. Grievances. A grievance is defined as a dispute or disagreement raised in writing by a faculty member or the Association against the Employer involving the interpretation or application of the specific provisions of this contract or application of a rule or regulation affecting terms and conditions of employment in other than a uniform manner or other than in accord with the provision of the rule or regulation. No reprisals of any kind shall be taken

against a faculty member for participating in a grievance.

Section 4. Grievance Steps.

Step 1. If a complaint, which has gone through the informal procedure for handling complaints and has not been resolved at that level, falls within the definition of a grievance, it may become a grievance. A grievance may be filed on the official grievance form supplied by the Employer. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the first occurrence of the event giving rise to the grievance, or within twenty (20) working days after the faculty member, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. If such event occurs during the summer when the faculty member involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The written grievance signed by both the faculty member and the association grievance representative on the campus in the individual faculty member grievances, and the association grievance representative on the campus alone in association grievances, shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The college president or designee shall discuss the grievance within five (5) working days with the association grievance representative on the campus at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, (not necessarily at the meeting, may be after the meeting), the settlement shall be reduced to writing and signed by the college president or designee and the association grievance representative on the campus. If no settlement is reached, the college president or designee shall give the Employer's written answer to the association grievance representative on campus within five (5) working days following their meeting and shall also forward a copy to the chancellor's designee. A grievance, for action which does not occur at the college where the grievant is employed, shall begin at Step 2 of the grievance procedure.

Step 2. If the grievance is not settled in Step 1, and the Association desires to appeal, it shall be referred by the Association in writing to the chancellor's designee within fifteen (15) working days after the designated college president's answer in Step 1 is due. A meeting or discussion between the chancellor's designee and the association representative shall be held within fifteen (15) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the chancellor's designee and the association representative. If no settlement is reached, the chancellor or designee shall give the Employer's written answer to the Association within fifteen (15) working days following the meeting.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the Association may appeal the grievance to arbitration within ten (10) working days after the answer of the chancellor's designee in Step 2 by serving written notice of the appeal to the chancellor's designee. The parties may convene a joint committee to discuss any grievance that has been appealed to arbitration. The committee shall consist of four (4) persons appointed by

the Association and four (4) persons appointed by the chancellor. Meetings shall be scheduled as needed at the request of the Association, but no more than one (1) each month. The association representative and/or chancellor's designee may also request grievance mediation prior to arbitration.

Section 5. Arbitration Panel. The arbitration proceeding shall be conducted by an arbitrator to be selected by lot from a permanent panel of three (3) arbitrators. The members of the permanent panel shall be selected by the following method: the Association and the chancellor's designee shall each submit a list of three (3) arbitrators until agreement is reached on a permanent panel. Vacancies on the panel that arise during the term of this agreement shall be filled by mutual agreement or by each party submitting lists of three arbitrators, until a replacement is agreed upon.

Section 6. Arbitrators' Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this contract. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, (and rules and regulations having the force and effect of laws). The arbitrator shall submit in writing the decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation or application of the express terms of this contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the faculty member(s).

The fees and expenses of the arbitrator shall be divided equally between the Employer and the Association provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7. Time Limits. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended by mutual written agreement of the Employer and the Association, in each step, which extension shall not be unduly withheld by either party. The term "working days" as used in this article shall mean the days Monday through Friday excluding holidays, and excluding calendar breaks of the academic year.

Section 8. Evidence. There shall be no withholding of evidence or information within the

knowledge of either party at any step of the proceedings.

ARTICLE 25
AMERICANS WITH DISABILITIES ACT

Section 1. Purpose. The Association and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Association and the Employer agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals.

In the event that the accommodation request(s) raise conflicts with this contract, the Employer and the Association shall follow the procedures in Section 2. below.

Section 2. Process. Both parties recognize their responsibility to respect the privacy and confidentiality of faculty members. Upon request, a faculty member seeking an accommodation shall be entitled to association representation. The Employer shall review faculty member requests for accommodations considering options such as equipment purchase or modification, accessibility improvement, scheduling modifications and/or restructuring of current positions and duties which are allowable under this contract, before requesting waiver of any provision of this contract.

If the Employer determines that contract waiver is necessary, it shall meet and confer with the Association. At this meeting, the Employer shall inform the Association of the faculty member's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Employer proposes to modify the article(s). The Employer shall also consider additional options presented by the Association. Any contract waiver must be agreed to by both the Employer and the Association. Between the meet and confer and notification to the Employer of the Association's decision concerning waiver, the Employer may make any temporary accommodations.

ARTICLE 26
COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that, during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, the Employer and the Association, for the life of this contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter referred to or covered in this contract.

It is understood by the parties that this contract and any attached memoranda of agreement are the entire agreement and conclude negotiations for the 1997-99 biennium and that this contract must be submitted to the Minnesota State Legislature for approval. Accordingly, both parties pledge their complete and active support toward early affirmative action by the Legislature.

Concurrently, the parties further agree not to support or seek to modify, its terms through legislative action which would alter the express provisions of this contract.

ARTICLE 27
LEGISLATION AND RULE CHANGES

The Employer agrees to draft all necessary legislation and rule changes required to implement the full provisions of this contract. The Employer agrees to consult with the Association regarding such legislation before it is introduced in the Minnesota State Legislature. The Employer agrees to consult with the Association regarding such rule changes.

ARTICLE 28
SAVINGS CLAUSE

This contract is intended to be in conformity with all valid federal and state laws and rules and regulations. In the event that any provision of this contract is found to be unlawful by court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions shall remain in full force and effect. Where a provision which has been rendered inoperative by this article subsequently becomes legal as a result of a modification of federal and state laws during the term of this contract or extension thereof the operation of such provision shall be renewed.

If the implementation of any provision of this contract is rendered unlawful by wage and price controls promulgated by valid federal and state law, rules and regulations thereof, or by executive order, then only the specific provisions rendered unlawful shall be invalid and the remainder of this contract shall continue in full force and effect for its term. Provided, however, any provision of this contract so rendered unlawful shall be implemented at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this contract or extension thereof.

This contract supersedes all Board policy and rules and regulations that are inconsistent with it.

ARTICLE 29
TERM OF CONTRACT

This contract shall be effective on the 1st day of July, 1997, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through June 30, 1999. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 1998, or by October 1 of any succeeding year, that it desires to modify this contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given. This contract shall remain in full force and effect during the period of negotiations and until notice of termination of this contract is provided to the other party in the manner set forth in the following paragraph.

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In the event that either party desires to terminate this contract, written notice must be given to the other party not less than ten days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 19th day of December, 1997.

FOR THE STATE OF MINNESOTA, MINNESOTA STATE COLLEGES and UNIVERSITIES:

Morris J. Anderson, Chancellor
MnSCU

Karen Carpenter, Commissioner
Department of Employee Relations

Anne Weyandt, Chief of Staff and
Deputy to the Chancellor

Michael J. Goar, Chief Negotiator
System Director for Labor Relations

Jeffrey O. Wade
Labor Relations Rep., Principal

Lisa M. Moore
Labor Relations Representative

FOR THE MINNESOTA COMMUNITY COLLEGE FACULTY ASSOCIATION:

Larry Litecky, President, Chief Negotiator
MCCFA

Larry Oveson, Vice-President
MCCFA

Marsha Oliver, Team Member
MCCFA

Patrick Spradlin, Team Member
MCCFA

Cheryl Avenel-Navara, Team Member
MCCFA

Melvern Taylor, Team Member
MCCFA

William Newton
Director of Labor Relations

MnSCU Management Team Members:
Deena Allen
Roger Boughton
Susan Crawford
Nancy Paulson
Mary Retterer
Susanne Sheehan

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APPENDIX A
BARGAINING UNIT

1. The Bureau of Mediation Services, Case NO. 83-PR-1219-A recognizes the Association as the exclusive representative for all instructors, counselors and librarians who meet the statutory definition of public employee except those:

   a. who teach one (1) course for up to four (4) credits for one (1) quarter in a year;

   b. who teach only non-credit community service or community education courses;

   c. who are substitutes who work fewer than thirty-one (31) days while replacing an instructor, counselor or librarian already in the bargaining unit;

   d. who provide services for not more than two (2) consecutive quarters to the community college board under the terms of a professional or technical services contract as defined in M.S. 16B.17; and 16B.19;

   e. all presidents, vice presidents, assistants to presidents, provosts, vice-provosts, deans, assistant deans, associate deans, directors and assistant directors and all classified personnel and any other employees excluded by M.S. 179A.01-179A.25.

APPENDIX B

1998 MEDICAL PLANS: LOW COST CARRIER AND AVAILABILITY

	County	SHP	Select	Primary	HlthPtnr	Classic	1st Plan
01	Aitkin	TOTAL	partial	LCC			
02	Anoka	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
03	Becker	TOTAL	LCC	TOTAL	partial		
04	Beltrami	TOTAL	partial	LCC	partial		
05	Benton	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
06	Big Stone	TOTAL	partial	total	LCC		
07	Blue Earth	TOTAL	LCC	TOTAL	TOTAL		
08	Brown	TOTAL	partial	LCC	TOTAL		
09	Carlton	TOTAL		TOTAL			LCC
10	Carver	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
11	Cass	TOTAL	LCC	TOTAL	TOTAL		
12	Chippewa	TOTAL	LCC		TOTAL		
13	Chisago	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
14	Clay	TOTAL	LCC	TOTAL	TOTAL		
15	Clearwater	TOTAL	partial	LCC	TOTAL		
16	Cook	LCC					
17	Cottonwood	TOTAL	partial	LCC	total		
18	Crow Wing	TOTAL	LCC	TOTAL	partial	partial	
19	Dakota	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
20	Dodge	TOTAL	LCC	TOTAL	partial		
21	Douglas	TOTAL	partial	LCC	partial	partial	
22	Faribault	TOTAL	LCC		TOTAL		
23	Fillmore	TOTAL	LCC	TOTAL			
24	Freeborn	LCC	partial		partial		
25	Goodhue	TOTAL	total	LCC	TOTAL		
26	Grant	TOTAL	partial	LCC			
27	Hennepin	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
28	Houston	TOTAL	LCC				
29	Hubbard	TOTAL	LCC	TOTAL	partial		
30	Isanti	TOTAL	total	LCC	total	total	
31	Itasca	TOTAL		partial			LCC
32	Jackson	TOTAL		LCC	TOTAL		

	County	SHP	Select	Primary	HlthPtnr	Classic	1st Plan
33	Kanabec	TOTAL	partial	LCC			
34	Kandiyohi	TOTAL	LCC	TOTAL	TOTAL	partial	
35	Kittison	LCC	partial				
36	Koochiching	TOTAL	partial	LCC			
37	Lac Qui Parle	TOTAL	LCC	TOTAL	TOTAL		
38	Lake	TOTAL		partial			LCC
39	Lake of the Woods	TOTAL	LCC				
40	Le Sueur	TOTAL	LCC	TOTAL	TOTAL		
41	Lincoln	TOTAL	partial	LCC	TOTAL		
42	Lyon	TOTAL	LCC	TOTAL	TOTAL		
43	McLeod	TOTAL	TOTAL	LCC	TOTAL		
44	Mahnomen	TOTAL	LCC	TOTAL	partial		
45	Marshall	LCC	partial				
46	Martin	LCC	partial		total		
47	Meeker	TOTAL	LCC	TOTAL	TOTAL		
48	Mille Lacs	TOTAL	partial	LCC	partial	partial	
49	Morrison	TOTAL	partial	LCC	TOTAL	TOTAL	
50	Mower	LCC	partial		partial		
51	Murray	TOTAL	partial	LCC	total		
52	Nicollet	TOTAL	LCC	TOTAL	TOTAL		
53	Nobles	TOTAL			LCC		
54	Norman	TOTAL	total	LCC	partial		
55	Olmsted	TOTAL	LCC	TOTAL	partial		
56	Ottertail	TOTAL	partial	LCC	partial		
57	Pennington	TOTAL	LCC				
58	Pine	TOTAL	partial	LCC			partial
59	Pipestone	LCC	partial		partial		
60	Polk	TOTAL	LCC	partial	partial		
61	Pope	TOTAL	LCC	TOTAL	partial	partial	
62	Ramsey	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
63	Red Lake	TOTAL	LCC		partial		
64	Redwood	TOTAL	LCC		TOTAL		
65	Renville	TOTAL	LCC	TOTAL	TOTAL		
66	Rice	TOTAL	total	LCC	TOTAL	partial	

	County	SHP	Select	Primary	HlthPtnr	Classic	1st Plan
67	Rock	TOTAL	TOTAL	LCC			
68	Roseau	TOTAL	LCC				
69	St. Louis	TOTAL	LCC	TOTAL			partial
70	Scott	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
71	Sherburne	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
72	Sibley	TOTAL	partial	LCC	TOTAL		
73	Stearns	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
74	Steele	TOTAL	LCC	TOTAL	TOTAL		
75	Stevens	TOTAL	TOTAL	LCC	partial		
76	Swift	TOTAL	LCC		TOTAL		
77	Todd	TOTAL	partial	LCC	partial	partial	
78	Traverse	TOTAL		LCC	partial		
79	Wabasha	TOTAL	TOTAL		LCC		
80	Wadena	TOTAL	TOTAL	LCC	partial		
81	Waseca	TOTAL	LCC		TOTAL		
82	Washington	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
83	Watonwan	TOTAL	partial		LCC		
84	Wilkin	TOTAL	LCC	TOTAL	TOTAL		
85	Winona	TOTAL	LCC				
86	Wright	TOTAL	LCC	TOTAL	TOTAL	TOTAL	
87	Yellow Medicine	TOTAL	LCC	TOTAL	TOTAL		
88	Out of State	LCC					

APPENDIX C

MINIMUM QUALIFICATIONS FOR ASSIGNED FIELDS AND CLAIMING
(This listing of assigned fields and minimum qualifications is provided for informational purposes only and is subject to change in accordance with MnSCU board policy.)

4.3 Designation of assigned fields/designated assignments and minimum qualifications for faculty.

The college president or designee shall certify the initial assigned field of an instructor, counselor, or librarian at the time of placement on payroll. That assigned field must correspond to the faculty member's major assignment. An additional assigned field may be approved by the chancellor or designee when the faculty member meets the criteria defined in Article 18, Section 2, of this contract.

Part-time and/or temporary faculty members who become unlimited will be evaluated for an assigned field designation, effective at the time of their unlimited appointment.

Where career programs list a bachelor's degree as minimum qualifications, a master's degree with a major in the assigned field or with 23 graduate credits in the assigned field will be an acceptable alternate.

The following is a composite list of Board-approved disciplines and minimum qualifications.

A. Teaching Assigned Fields

Assigned Field	Minimum Qualifications
Accounting	Master's degree with a major in accounting or 23 graduate quarter credits in accounting which would apply to the major; **or** bachelor's degree in accounting and a CPA certificate.
Agri-Business	Bachelor's degree in agriculture and two years of relevant work experience at the professional level in agri-business or business management; **or** bachelor's degree in business and two years of relevant work experience at the professional level in agriculture or agri-business; **or** bachelor's degree in agri-business and one year of relevant work experience at the professional level in agriculture and agri-business.
Agriculture	Bachelor's degree in agriculture; **or** bachelor's degree in an agriculture-related field; **or** bachelor's degree with 30 quarter credits in agriculture; **and** one year of relevant work experience at the professional level.
American	Master's degree with a major in American studies or with 23 graduate

Studies	quarter credits in American studies which would apply to the major.
Anthropology	Master's degree with a major in anthropology or with 23 graduate quarter credits in anthropology which would apply to the major.
Art	Master's of Fine Arts degree; **or** master's degree with a major in art or with 23 graduate quarter credits in art which would apply to the major.
Aviation	Bachelor's degree; **and** FAA flight instructor certification; airplane single engine land, airplane multi-engine land, and instrument flight instructor ratings and when required by the assignment, airplane single engine sea rating; **and** one year of relevant work experience at the professional level.
Biology	Master's degree with a major in biology or with 23 graduate quarter credits in biology which would apply to the major.
Business (Intro courses only; excluding technical courses in a given occupational program)	Master's degree in business administration; **or** master's degree in business education or equivalent, with 15 graduate quarter credits which apply to the major in business administration; **or** master's degree with 23 graduate quarter credits which apply the major in business administration.
Business Admin.	Inactive
Business Management	Bachelor's degree in business, including 30 quarter credits in management one year of relevant work experience at the professional level; **or** master's degree in business administration or equivalent, with 15 graduate quarter credits which apply to the management major; **or** master's degree in business education or equivalent, with 15 graduate quarter credits which apply to management major.
Career Orientation	Inactive
Chemical Dependency	Bachelor's degree in chemical dependency; **or** bachelor's degree with 30 quarter credits in chemical dependency; **and** one year of relevant work experience at the professional level.
Chemistry	Master's degree with a major in chemistry or with 23 graduate quarter credits in chemistry which would appiy to the major.
Child Development	Master's degree in child development; **and** one year of relevant work experience at the professional level.
Civil Engineering Technology	Bachelor's degree in civil or mining engineering; **and** one year of relevant work experience at the professional level; **and** meets minimum

	qualifications for accreditation if required.
Communications Technology/ Graphics	Inactive
Competency Based Education (C.B.E.)	Master's degree with the equivalent of 24 credits of prior assignment in C.B.E.
Computer Science	Master's degree with a major in computer science or with 23 graduate quarter credits in computer science which would apply to the major.
Computer Technology (or Data Processing)	Bachelor's degree in computer science; **or** bachelor's degree with 30 quarter credits in computer science; **and** one year of relevant work experience at the professional level.
Dental Assistant	Bachelor's degree in relevant field; **and** one year of relevant work experience at the professional level; **and** certification or licensure in dental assisting.
Dental Hygiene	Bachelor's degree in relevant field; **and** one year of relevant work experience at the professional level; **and** dental hygiene certification or licensure; **and** meets minimum qualifications for accreditation if required.
Dietetic Technology	Bachelor's degree in relevant field; **and** one year of relevant work experience at the professional level; **and** dietitian certification or licensure; **and** meets minimum qualifications for accreditation if required.
Drafting & Design Technology	Bachelor's degree with 30 quarter credits in drafting and design; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.
Earth Science	Master's degree with a major in earth science or with 23 graduate quarter credits in earth science which would apply to the major.
Economics	Master's degree with a major in economics or with 23 graduate quarter credits in economics which would apply to the major.
Electronics Engineering Technology	Bachelor's degree in electrical engineering or electronics engineering technology; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.
Emergency Medical Services	Bachelor's degree; **and** professional certification or licensure in one or more of the following fields: emergency medical technician (EMT), paramedicine (paramedic), registered nurse (RN), and/or physician's assistant (PA); **and** professional instructor certification in all of the following: basic

	cardiac life support instruction (BCLS-1), advanced cardiac life support instructor (ACLS-1) and basic trauma life support instructor or pre-hospital trauma life support instructor (PH TLS-1); **and** three years of professional experience in the field of certification or licensure.
Engineering	Master's degree with a major in engineering or with 23 graduate quarter credits in engineering which would apply to the major.
English	Master's degree with a major in English or with 23 graduate quarter credits in English which would apply to the major.
English as a Second Language	Master's degree with a major in English as a second language or with 23 graduate quarter credits in ESL which would apply to the major.
Environmental Analysis Technology	Bachelor's degree in environmental science/engineering; **or** bachelor's degree in biology or chemistry with an environmental emphasis; **and** one year of relevant work experience at the professional level.
Fashion or Merchandising	Bachelor's degree in business or home economics with a fashion emphasis; bachelor's degree in fashion merchandising; **and** one year of relevant work experience in fashion merchandising.
Filmmaking	Bachelor's degree in film or visual arts; **or** bachelor's degree with 30 quarter credits in film; **and** one year of relevant work experience at the professional level.
Forestry Technology	Bachelor's degree in forestry; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.
French	Master's degree with a major in French or with 23 graduate quarter credits in French which would apply to the major.
Geography	Master's degree with a major in geography or with 23 graduate quarter credits in geography which would apply to the major.
Geology	Master's degree with a major in geology or with 23 graduate quarter credits in geology which would apply to the major.
German	Master's degree with a major in German or with 23 graduate quarter credits in German which would apply to the major.
Health	Master's degree with a major in health or with 23 graduate quarter credits in health which would apply to the major.

Health Care and Management	Bachelor's degree in health care management or hospital administration; one year of relevant work experience at the professional level.
History	Master's degree with a major in history or with 23 graduate quarter credits in history which would apply to the major.
Hospitality Management	Bachelor's degree in hospitality or hotel-motel management; **and** one year of relevant work experience at the professional level.
Humanities (narrow definition)	Master's degree in Humanities.
Human Services (Intro courses only; excluding technical courses in a given occupational program)	Master's degree in human services; **or** master's degree with a major in social work, clinical psychology, or counseling psychology; **or** master's degree with 23 graduate quarter credits which would apply to the major in any one of those fields; **or** master's degree in sociology or counseling with 15 graduate quarters in human services.
Indian Services	Bachelor's degree with 30 quarter credits appropriate to the program; **and** one year of relevant work experience at the professional level.
Internat'l Relations	Master's degree with a major in international relations or with 23 graduate quarter credits in international relations which would apply to the major.
Interpreter Training	Bachelor's degree with 30 quarter credits applicable to interpreter training; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.
Japanese	Master's degree with a major in Japanese or with 23 graduate quarter credits in Japanese which would apply to the major.
Journalism	Master's degree with a major in journalism or with 23 graduate quarter credits in journalism which would apply to the major.
Law Enforcement	Bachelor's degree in criminal justice or law enforcement; **or** bachelor's degree with 30 quarter credits in criminal justice or law enforcement; **and** one year of criminal justice/law enforcement experience at the professional level; **and** meets standards of Peace Officers Standards and Training Board of Minnesota.
Legal Assistant	Bachelor's degree in legal assistant or legal studies; **or** law degree and admission to Minnesota Bar; **or** bachelor's degree with emphasis of 30 quarter credits in legal assistant or legal studies; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.

Legal Office	Bachelor's degree in business with 30 quarter credits appropriate to the program (at least 15 directly in the legal office area); **and** one year of relevant work experience at the professional level.
Manufacturing Management	Inactive
Marketing	Bachelor's degree in business, including 30 quarter credits in marketing and one year of relevant work experience at the professional level; **or** Master's degree in business administration or equivalent, with 15 graduate quarter credits which apply to the marketing major; **or** master's degree in business education or equivalent, with 15 graduate quarter credits which apply to the marketing major.
Mass Communications	Master's degree with a major in mass communications or with 23 graduate quarter credits in mass communications which would apply to the major.
Mass Media Tech. (Radio-TV-Print)	Bachelor's degree in relevant (radio-TV-print) field; **and** one year of relevant work experience at the professional level.
Mathematics	Master's degree with a major in or with 23 graduate quarter credits in mathematics which would apply to the major.
Mechanical Engineering Technology	Bachelor's degree in mechanical engineering technology; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.
Medical Assistant	Bachelor's degree in a discipline appropriate to the program; **or** bachelor's degree with 30 quarter credits in an appropriate program; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.
Medical Lab Technology	Bachelor's degree in medical technology; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.
Medical Office	Bachelor's degree in business with 30 quarter credits appropriate to the program (at least 15 directly in the medical office area); **and** one year of relevant work experience at the professional level.
Music	Master's degree with a major in music or with 23 graduate quarter credits in music which would apply to the major.
Native American Studies	Bachelor's degree with a major in Native American studies or with 30 quarter credits in courses which support the development of expertise in

	the assigned field.
Natural Resources	Bachelor's degree in forestry, fish and wildlife technology, forest resources, natural resources or environmental science; **and** one year of relevant work experience at the professional level.
Natural Science (Narrow Definition)	Master's degree in natural science.
Nursing (A.D.)	Master's degree with a major in nursing, nursing administration, nursing education, public health nursing, or a nursing clinical specialty; **and** one year of nursing experience at the professional level; **and** meets minimum qualifications for accreditation if required.
Nursing (Practical)	Bachelor's degree in nursing; **and** one year of nursing experience at the professional level; **and** meets the minimum qualifications for accreditation if required.
Office	Bachelor's degree in business, including 30 quarter credits in office skills and office management and one year of relevant work experience at the professional level; **or** master's degree in business education or equivalent; **or** master's degree in business administration or equivalent, with 15 graduate quarter credits in office skills and office management.
Ojibwe	Bachelor's degree with 30 quarter credits appropriate to the program; **and** an additional 15 quarter credits in Ojibwe language or demonstrated knowledge of the language as per M. S. 135A.12.
Philosophy	Master's degree with a major in philosophy or with 23 graduate quarter credits in philosophy which would apply to the major.
Physical Education	Master's degree with a major in physical education or with 23 graduate quarter credits in physical education which would apply to the major.
Physics	Master's degree with a major in physics or with 23 graduate credits in physics which would apply to the major.
Political Science	Master's degree with a major in political science or with 23 graduate quarter credits in political science which would apply to the major.
Psychology	Master's degree with a major in psychology or with 23 graduate quarter credits in psychology which would apply to the major.
Radiologic Technology	Bachelor's degree; **and** one year of relevant work experience at the professional level; **and** meets minimum qualifications for accreditation if required.

Reading/Study Skills	Master's degree with a major in reading and/or study skills or with 23 graduate quarter credits in reading and/or study skills which would apply to the major.
Real Estate	Bachelor's degree; **and** real estate broker's license; **and** two years of relevant work experience at the professional level.
Russian	Inactive
Sociology	Master's degree with a major in sociology or with 23 graduate quarter credits in sociology which would apply to the major.
Spanish	Master's degree with a major in Spanish or with 23 graduate quarter credits in Spanish which would apply to the major.
Speech	Master's degree with a major in speech or with 23 graduate credits in speech which would apply to the major.
Theater	Master's degree with a major in theater or with 23 graduate quarter credits in theater which would apply to the major.
Water & Wastewater Technology	Bachelor's degree in environmental science/engineering technology; **or** bachelor's degree in biology or chemistry with an environmental emphasis; **and** one year of relevant work experience at the professional level.

B. Non-Teaching Assigned Fields

Assigned Field	**Minimum Qualifications**
Audio-Visual	Master's degree with a major in audio-visual or in educational media.
Counseling	Master's degree with a major in counseling or counseling psychology.
Financial Aid	Future appointments in this area will be administrative, classified, or a faculty assignment.
Librarian	Master's degree with a major in library science or equivalent.
Placement	Future appointments in this area will be administrative, classified, or a faculty assignment.

C. Designated Assignments for Part-time Faculty

Assigned Field	**Minimum Qualifications**
American Sign	Demonstrated competence in signing; **and** completed at least one course

Language	in methods of teaching signing; **and** be proficient in American Sign Language and have knowledge of other communication systems used by the deaf; **and** two years of professional work experience in a setting that requires the use of signing.
Business Law	Juris Doctorate with at least 23 quarter credits applicable to business law; **and** one year of experience practicing law in an occupation such as corporate attorney.
Emergency Medical and Technology	Associate's degree; **and** certification in emergency medical technology; two years of relevant work experience at the professional level.
Law Enforcement: Law	Juris Doctorate with at least 23 quarter credits applicable to law enforcement e.g., criminal law, constitutional law; **and** one year of experience in an occupation such as criminal attorney, county attorney, prosecutor, public defender, police person, judge or FBI agent.

APPENDIX D
STATEWIDE POLICY ON FMLA

Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

Policy

Every fiscal year, the State of Minnesota will provide up to twelve (12) weeks of job-protected leave to "eligible" faculty members for certain family and medical reasons consistent with the FMLA, relevant state law, and collective bargaining agreements and plans.

Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116

This encompasses both physical and psychological care which include situations where:

1. Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.

2. The faculty member is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.

3. The faculty member may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

"HEALTH CARE PROVIDER" 825.118

a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
b. Others capable of providing health care services including only:
   - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the state.

- Nurse practitioners and nurse-midwives who are authorized to practice under State law.

- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

- Clinical Social Worker.

- Any health care provider from whom an employer or the Employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.113

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.113

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of a faculty member, who had such responsibility for the faculty member when the faculty member was a child. A biological or legal relationship is not necessary.

"PARENT" 825. 113

A biological parent or an individual who stands or stood in loco parentis to an faculty member when the faculty member was a child. This term does not include parents "in law".

"PHYSICAL OR MENTAL DISABILITY" 825.113

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"SERIOUS HEALTH CONDITION" 825.114

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

B. **Continuing treatment** by a health care provider that involves:

   1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular

daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three (3) consecutive calendar days; and**

2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

   a. **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; or

   b. **One treatment session** by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or

   c. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the faculty member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three (3) days; or

   d. **Chronic serious health condition**. Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the faculty member or immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three (3) days.

      Chronic serious health condition is defined as one which:

      a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and

      b. Continues over an extended period of time; and

      c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or

      d. Permanent or long term condition for which treatment may not be effective. The faculty member or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or

      e. Multiple treatments by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive

calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Specific Exclusions. Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition:

A. Mental illness resulting from stress or allergies; and

B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to a faculty member's use of the substance does not qualify for FMLA leave.

"SON OR DAUGHTER" 825.113

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and "incapable of self-care" because of a mental or physical disability.

"SPOUSE" 825.113

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the faculty member resides, including common law marriage in states where it is recognized.

"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115

Where the health care provider finds that the faculty member is unable to work at all or is unable to perform any of the essential functions of the faculty member's position within the meaning of the Americans with Disabilities Act.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The faculty member must have worked for the State of Minnesota for at least one (1) year; and

2. The faculty member must have worked at least 1,250 hours during the twelve (12) months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick

pay, unpaid leave of any kind, or periods of layoff.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the faculty member's child, and to care for such child.

2. For the placement with a faculty member of a child for adoption or foster care.

3. To care for the faculty member's seriously ill spouse, son or daughter, or parent.

4. Because of a serious health condition that makes the faculty member unable to perform one (1) or more of the essential functions of a faculty member's job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

C. Medical Certification

1. Where FMLA qualifying leave is foreseeable and thirty (30) days notice has been provided, a faculty member must provide a medical certification before leave begins.

2. Where FMLA qualifying leave is not foreseeable, a faculty member must provide notice to the Employer of the need for leave as soon as practicable (one (1) or two (2) working days is expected except in extraordinary circumstances). The faculty member must then provide medical certification within a reasonable timeframe established by the Employer.

3. The Employer may require medical certification to support a FMLA qualifying leave request either to care for the faculty member's seriously ill family member, or for leave due to a serious health condition that makes the faculty member unable to perform the functions of his or her job.

4. The Employer may require a fitness for duty report upon the faculty member's return.

D. Designating Leave

1. The Employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the Employer is waiting for a second or third medical opinion.

2. Where the Employer has knowledge that a faculty member's leave qualifies as FMLA leave and does not designate the leave as such, the Employer may not designate leave retroactively as FMLA leave unless:

   i. The faculty member has been out of work and the Employer does not learn of the reason for the leave until after the faculty member returns (in which

case the Employer must designate the leave upon the faculty member's return to work); or

ii. The Employer has provisionally designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

If the faculty member gives notice of the reason of the leave later than two (2) days after returning to work, the faculty member is not entitled to the protections of the FMLA.

II. Coordination With the Contract/Plans

A. FMLA qualifying leaves of absence will be identified as those authorized under this contract or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.

B. The FMLA provides for an unpaid leave under certain circumstances. The Employer shall require a faculty member to use sick leave for situations required by this contract. The Employer shall only require a faculty member to use personal leave in specific instances allowed by this contract. However, the faculty member may request personal leave. All paid leave time counts towards the twelve (12) weeks of FMLA qualifying leave.

III. Job Benefits and Protection

A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the faculty member had been continuously employed during the entire leave period.

B. An eligible faculty member returning from a FMLA qualifying leave is entitled to be restored to the same position that the faculty member held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

C. Provided the faculty member returns to work immediately following FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the faculty member's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to a faculty member while on FMLA qualifying leave.

IV. General Provisions

A. Record keeping

1. FMLA provides that the Employer shall make, keep and preserve records pertaining to the obligations under the Act.

2. The records must disclose the following:

(a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.

(b) Dates FMLA qualifying leave is taken.

(c) If FMLA qualifying leave is taken in increments of less than one (1) full day, the number of hours taken.

(d) Copies of a faculty member's notices of leave provided to the Employer; copies of all general and specific notices given to faculty members by the Employer.

(e) Any documents describing faculty members' benefits or employer policies or practices regarding taking of paid or unpaid leave.

(f) Records of any disputes between the Employer and the faculty member regarding designation of FMLA qualifying leave.

(g) Records and documents relating to medical certifications or medical histories of faculty members or faculty members' family members, shall be maintained in separate confidential files.

(h) Premium payments for faculty member benefits.

B. Posting Requirements

1. The Employer must post a notice describing the Act's provisions. The notice must be posted in all areas where faculty members would normally expect to find official notices.

2. If the Employer publishes and distributes an employee handbook, information on faculty members' entitlements and obligations under the FMLA must be included.

3. If the Employer does not publish or distribute a handbook, it must provide written guidance to faculty members when they request a FMLA qualifying leave.

C. Employer's Response to the Faculty member's Request for FMLA Leave

When a faculty member requests FMLA qualifying leave, the Employer must provide the faculty member with the following:

1. Notice describing the faculty member's obligations and explaining the consequences of a failure to meet the obligations.

2. The leave will be counted against the faculty member's twelve (12) weeks of FMLA leave.

3. Medical certification requirements.

4. Faculty member's right to use paid leave and whether the Employer requires the substitution of paid leaves.

5. Requirements concerning payment of health insurance premiums.

6. The faculty member's potential liability for payment of health insurance premiums paid by the Employer during FMLA leave if the faculty member fails to return to work for at least thirty (30) calendar days after taking the leave.
7. Requirements for a fitness-for-duty certificate for the faculty member to be restored to employment.

8. The faculty member's right to restoration to the same or an equivalent job upon return from FMLA leave.

D. Appeal Process

If a faculty member believes that their rights under the FMLA have been violated, s/he may:

1. Internal

   a.) Contact their human resources office, or;
   b.) Contact their labor union/association.

2. External

   a.) File or have another person file on behalf, a complaint with the Secretary of Labor.

      (1) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.

(2) A complaint filed with the Secretary of Labor should be filed in a reasonable time when the faculty member discovers that FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

(3) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

b) File a private lawsuit pursuant to Section 107. of the FMLA.

MnSCU

Minnesota State Colleges & Universities

October 16, 1997

Dr. Larry Litecky, President and Chief Negotiator
Minnesota Community College Faculty Association
165 Western Avenue North
St. Paul, MN 55102

Dear Dr. Litecky:

This letter is to clarify the understanding reached during the negotiation of the 1997-1999 collective bargaining agreement regarding:

1. How the 171 days in the academic calendar are utilized (including classroom instruction, test days, and the days beyond classroom instruction/test days) under a semester system; and

2. The number of days that comprise a summer session, under a semester system.

The parties have agreed to form a Joint Task Force to study the above issue and develop a recommendation for contractual modifications to the 1997-1999 collective bargaining agreement. The Joint Task Force shall consist of no more than five (5) members appointed by the Chancellor of MnSCU and no more than five (5) members appointed by the President of the MCCFA. The Joint Task Force shall begin meeting no later than January 9, 1998. The Joint Task Force shall send a copy of its findings and recommendation to the Chancellor of MnSCU and the President of the MCCFA by no later than March 31, 1998. If the Joint Task Force cannot agree on a complete joint recommendation, the parties will submit a summary report of those issues where agreement has been reached no later than March 31, 1998.

The Joint Task Force members shall collect information and inform themselves on practices relative to these issues in other colleges, universities, and systems of higher education. Standard practices on these issues as identified in those institutions shall serve as benchmarks and findings for the recommendations of the Joint Task Force.

Upon receipt of the Joint Task Force report on recommendations as well as the findings, the parties agree to begin to Meet and Negotiate no later than April 17, 1998, to determine the appropriate modifications in the form of a Memorandum of Agreement to the 1997-1999 collective bargaining agreement.

Sincerely,

Michael J. Goar
System Director for Labor Relations
Minnesota State Colleges and Universities

cc: Chancellor Anderson
Anne F. Weyandt, Interim Vice-Chancellor for Labor Relations

MnSCU

Minnesota State Colleges & Universities

October 16, 1997

Dr. Larry Litecky, President
Minnesota Community College Faculty Association
165 Western Ave. North
St. Paul, MN 55102

Dear Dr. Litecky:

This letter is to clarify the understanding reached during the negotiations of the 1997-99 collective bargaining agreement regarding Article 10 Section 1, Subd. 2, the Contact Hour criteria for MCCFA faculty who are assigned to teach laboratory courses.

The parties have agreed to form a Joint Task Force to study and develop a recommendation for possible contractual modifications to the 1999-2001 collective bargaining agreement. The Joint Task Force shall study the following issues:

*The nature of laboratory instruction as performed by MCCFA members in the Physical and Biological Sciences, Computer Science, Office, and Business.

*The appropriate faculty work load calculation for the laboratory courses listed above.

The Joint Task Force shall consist of no more than five (5) members appointed by the Chancellor of the MnSCU and no more than five (5) members appointed by the President of the MCCFA. The Joint Task Force shall begin meeting no later than January 31, 1998. The Joint Task Force shall send a copy of its recommendation to the Chancellor of MnSCU and the President of MCCFA no later than September 30, 1998.

Upon receipt of the Joint Task Force recommendations, the parties agree to Meet and Negotiate to determine the appropriate modifications (if any) to the 1999-2001 agreement.

Sincerely,

Michael J. Goar
System Director for Labor Relations
Minnesota State Colleges and Universities

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